2479

No. 11653

IN THE

United States Circuit Court of Appeals

FOR THE NINTH CIRCUIT

OSCAR SCHATTE, RAYMOND E. CONAWAY, ANDREW M. ANDERSON, CHARLES L. DAVIS, HARRY BEAL, ARTHUR DJERF, EWALD K. ALBRECHT, HARRY L. TALLEY, HARRY DAVIDSON, JOHN L. KIERSTEAD, THOMAS W. HILL, LLOYD C. JACKSON, ALFRED J. WITHERS, JOHN H. ZELL and EDWARD DERHAM, on Behalf of Themselves and All Others Similarly Situated,

Appellants,

vs.

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE OPERATORS OF THE UNITED STATES AND CANADA, et al.,

Appellees.

TRANSCRIPT OF RECORD

Upon Appeal from the District Court of the United States for the Southern District of California, Central Division

FILED

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italics; and likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible an omission from the text is indicated by printing in italics the two words between which the omission seems to occur.]

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*Page number appearing at foot of Certified Transcript.

In the District Court of the United States in and for the Southern District of California
Central Division

No. 6063BH Civil

OSCAR SCHATTE, RAYMOND E. CONAWAY, ANDREW M. ANDERSON, CHARLES L. DAVIS, HARRY BEAL, ARTHUR DJERF, EWALD K. ALBRECHT, HARRY L. TALLEY, HARRY DAVIDSON, JOHN L. KIERSTEAD, THOMAS W. HILL, LLOYD C. JACKSON, ALFRED J. WITHERS, JOHN H. ZELL, and EDWARD DERHAM, on Behalf of Themselves and All Others Similarly Situated,

Plaintiffs,

vs.

ALLIANCE

THE INTERNATIONAL ~~ASSOCIATION~~ OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE OPERATORS OF THE UNITED STATES AND CANADA; UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA; CONFERENCE OF STUDIO UNIONS; RICHARD F. WALSH; ROY M. BREWER; WILLIAM L. HUTCHESON; HERBERT K. SORRELL; JAMES SKELTON; LOEW'S, INCORPORATED, a corporation; PARAMOUNT PICTURES, INC., a corporation; WARNER BROTHERS PICTURES, INC., a corporation; COLUMBIA PICTURES [2] CORPORATION, a corporation; SAMUEL GOLDWYN PRODUCTIONS, INC., a corporation; REPUBLIC PRODUCTIONS, INC., a corporation; HAL E. ROACH STUDIO, INC., a corporation; TECHNI-

COLOR MOTION PICTURE CORPORATION, a corporation; TWENTIETH CENTURY FOX FILM CORPORATION, a corporation; R. K. O. RADIO PICTURES, INC., a corporation; UNIVERSAL PICTURES COMPANY, INC., a corporation; ASSOCIATION OF MOTION PICTURE PRODUCERS, INC., a corporation; JOHN DOE I; JOHN DOE II; JOHN DOE III; JOHN DOE IV; JOHN DOE V; JANE DOE I; JANE DOE II; JOHN DOE I COMPANY, a corporation; JOHN DOE II COMPANY, a corporation; JOHN DOE III COMPANY, a corporation; JOHN DOE IV COMPANY, a corporation; JOHN DOE V COMPANY, a corporation; JOHN DOE VI COMPANY, a corporation; JOHN DOE VII COMPANY, a corporation; JOHN DOE VIII COMPANY, a corporation; JOHN DOE IX COMPANY, a fictitious name; and JOHN DOE X COMPANY, a co-partnership; JOHN DOE I ASSOCIATION; JOHN DOE II ASSOCIATION,

Defendants.

AMENDED COMPLAINT FOR DECLARATORY RELIEF

The plaintiffs complain on behalf of themselves and all others similarly situated and for cause of action allege that:

I.

The plaintiffs herein are citizens of the United States residing within the Southern District of California and within the jurisdiction of this Court; said plaintiffs are members of defendant The United Brotherhood of Carpenters and Joiners of America, American Federation of Labor, Local Number 946.

II.

The questions of law and facts stated in this action, and the issues herein to be litigated and the relief sought are of common concern and interest to all members of the Carpenters Union heretofore or now employed as carpenters in the motion picture studios [3] located in the Southern District of California, and, on account of the controversy alleged hereinafter, to all persons employed in any capacity in the making of motion pictures and its dependent and affiliated industries, whether said persons are affiliated with an organized labor union or not; that such persons are so numerous, amounting to many thousands of individuals, as to make it impracticable to bring all of them before the Court as individual plaintiffs; and that, therefore, these plaintiffs sue for themselves and for the benefit of all other persons similarly situated.

III.

The defendant The International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada, referred to hereinafter as "I.A.T.S.E.," is a labor union comprising local unions of persons residing in the Southern District of California and employed by the motion picture industry therein; defendant Richard F. Walsh is International President of defendant I.A.T.S.E. and at all time alleged herein acted as agent for the aforesaid local unions and within the time, scope, and purpose of said agency; defendant Roy M. Brewer is International Representative of defendant I.A.T.S.E. and said Brewer, John Doe I, John Doe II, John Doe III, John Doe IV, and Jane Doe I at all times alleged herein acted as agents for the aforesaid union and within the time, scope, and purpose of said agency.

IV.

The defendant The United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as "Carpenters Union," is a labor union comprising local unions of persons residing in the Southern District of California and engaged in performing work for the motion picture industry therein; defendant William L. Hutcheson is National President of defendant Carpenters Union and at all times alleged herein acted as agent for the aforesaid local unions and within the time, scope, and purpose of said agency; defendant James Skelton is Business Agent for Local 946 of Carpenters Union, and at all times alleged herein acted as agent of said local union and within the time, scope, and purpose of said agency.

V.

The defendant Conference of Studio Unions is an organization of local unions of various crafts comprising members employed by the motion picture industry in [4] the Southern District of California, including the aforesaid Local 946 of Carpenters Union; defendant Herbert K. Sorrell is President of defendant Conference of Studio Unions, and at all times alleged herein acted as agent of Carpenters Union and within the time, scope, and purpose of said agency.

VI.

The defendants Loew's, Incorporated, a corporation; Paramount Pictures, Inc., a corporation; Warner Brothers Pictures, Inc., a corporation; Columbia Pictures Corporation, a corporation; Samuel Goldwyn Productions, Inc., a corporation; Republic Productions, Inc., a corporation; Hal E. Roach Studio, Inc., a corporation; Technicolor Motion Picture Corporation, a corporation,

Twentieth Century Fox Film Corporation, a corporation; R. K. O. Radio Pictures, Inc., a corporation, and Universal Pictures Company, Inc., a corporation, John Doe I Company, John Doe II Company; John Doe III Company, John Doe IV Company, John Doe V Company, John Doe VI Company, John Doe VII Company, John Doe VIII Company, John Doe IX Company, a fictitious name, and John Doe X Company, a co-partnership, John Doe V, and Jane Doe II, hereinafter referred to as "Motion Picture Companies," are engaged in the business of making motion pictures with studios, offices, and places of business located within the Southern District of California and within the jurisdiction of this Court.

The defendant Association of Motion Picture Producers, Inc., hereinafter referred to as "Producers Association," is a corporation created and maintained by the other defendants named in this paragraph, and said defendant, John Doe I Association, and John Doe II Association at all times alleged herein were the agents of defendant Motion Picture Companies and acting within the time, scope, and purpose of said agency.

VII.

The true names of the defendants, John Doe I; John Doe II; John Doe III; John Doe IV; John Doe V; Jane Doe I; Jane Doe II; John Doe I Company, a corporation; John Doe II Company, a corporation; John Doe III Company, a corporation; John Doe IV Company, a corporation; John Doe V Company, a corporation; John Doe VI Company, a corporation; John Doe VII Company, a corporation; John Doe VIII Company, a corporation; John [5] Doe IX Company, a fictitious name; and Jane Doe X Company, a co-partnership; John Doe I Association,

and John Doe II Association, are unknown to plaintiffs, and when the same shall become known, plaintiffs will pray leave to amend this complaint to insert said true names.

VIII.

Jurisdiction of this Court is vested by virtue of Section 400, Title 28, United States Code Annotated; Sections 41(1), 41(8), 41(12), and 41(14), Title 28, United States Code Annotated; Section 729, Title 28, United States Code Annotated; Sections 43 and 47(3), Title 8, United States Code Annotated; Section 157, Title 29, United States Code Annotated; and the Constitution of the United States, Amendments V and XIV.

IX.

The matter in controversy herein, being the right to work for wages, exceeds the value of Three Thousand Dollars ($3,000.00), exclusive of costs and interest, as to each plaintiff herein, and arises under the Constitution and laws of the United States.

X.

The acts and conduct of defendants alleged herein has subjected and continues to subject plaintiffs to deprivation of rights, privileges and immunities secured by the Constitution and laws of the United States and with the object of injuring plaintiffs in their persons and property in having and exercising said rights and privileges as citizens of the United States.

XI.

The defendant Carpenters Union is, under the provisions of the National Labor Relations Act, the legally constituted bargaining agency of carpenters employed by

defendant Motion Picture Companies, and is so recognized by said defendant companies and Producers Association and by defendants I.A.T.S.E., Walsh, and Brewer.

The defendant I.A.T.S.E. is, under the provisions of the National Labor Relations Act, the legally constituted bargaining agency of stagehands employed by defendant Motion Picture Companies, and is so recognized by said defendant companies and Producers Association and by defendants Carpenters Union, Conference of Studio Unions, Hutcheson, Skelton, and Sorrell;

Both said defendant unions ar affiliated with and subdivisions of the parent union organization, the American Federation of Labor. [6]

XII.

The controversy alleged herein involves the allocation of labor to be performed for defendant Motion Picture Companies by members of respective defendant unions under the terms and provisions of contracts entered into and executed by and with said company defendants and defendant Producers Association, and under agreements and decisions, findings and awards heretofore arrived at in pursuance to arbitration agreements made and entered into by all defendants herein.

The controversy alleged herein is not a "labor dispute" over conflicting claims to bargaining rights or any other such issue within the scope of the National Labor Relations Act, defendant unions being recognized by all defendants herein as the legally constituted collective bargaining representatives of their respective members; and the Board created by said Act has no jurisdiction either to interpret and adjudicate the terms of said contracts, findings, decisions, and arbitration awards or to hold

hearings and render judgment on the type, class, and nature of services to be rendered by members of respective defendant unions.

Said contracts, decisions, findings, and awards in arbitration involve rights and privileges secured to plaintiffs by the Constitution and laws of the United States.

XIII.

Since the beginning of the making of motion pictures in the Southern District of California, and until events related hereinafter, plaintiffs and the class for which they sue have been employed by defendant Motion Picture Companies under the terms of succeeding contracts for the performance of any and all carpenter work in connection with the making of motion pictures, including the construction of all sets and stages, platforms, buildings, and parts of buildings, the operation of all wood working machinery and tools, the making of all furniture and wood fixtures, the performing of all trim and mill work, the erection, modeling and remodeling, destruction and dismantling of all scaffolds, platforms, frames, buildings and streets, and the performance of all labor involving the use of carpenter tools.

XIV.

A basic agreement between defendant Motion Picture Companies and defendant Carpenters Union covering rates of pay, tenure, seniority, vacations, and other terms and conditions of employment and giving members of said Carpenters Union the exclusive [7] right to do any and all carpenter work for said companies was agreed to and executed on or about November 29, 1926, and has been continued in effect by the parties with periodic adjust-

ments, supplements, and amendments up to the present time;

The current contract between said defendants, referred to as the Beverly Hills Interim Agreement of July 2, 1946, is attached here to as Exhibit "A" and incorporated herein by reference.

XV.

Beginning in 1921 and continuing until the present time, representatives of defendant Carpenters Union and representatives of defendant I.A.T.S.E. have engaged in a series of negotiations between themselves and with defendant Motion Picture Companies, and have entered into arbitration before other representatives of the American Federation of Labor, with the view of settling existing disputes and controversies over the relative services to be rendered to defendant Motion Picture Companies by members of said respective unions; said negotiations and arbitrations have resulted in a series of agreements, decisions, and awards constituting a fair and practical division of motion picture employment between the members of said unions, as is set forth in detail hereinafter.

XVI.

The first such agreement and award, known as the American Federation of Labor Jurisdictional Award, was agreed to and executed on July 9, 1921, by representatives of the aforesaid defendant unions and of the American Federation of Labor; said agreement and award prescribed the work to be done by members of the Carpenters Union as, among other things, "Any and all carpenter work in connection with the moving picture studios . . ."

The full text of said agreement and award is attached hereto as Exhibit "B" and incorporated herein by reference.

XVII.

On February 5, 1925, representatives of the local unions of I.A.T.S.E. and of the Carpenters Union reached a further agreement as to the division of employment between them, as follows:

Division of work, by the United Brotherhood of Carpenters and Joiners:

Section 1. All trim and mill work on sets and stages.

Section 2. All mill work and carpenter work in connection with studios.

Section 3. All work in carpenter shops. [8]

Section 4. All permanent construction.

Section 5. All construction work on exterior sets.

Division of work, by the International Alliance of Theatrical Stage Employees:

Section 6. Miniature sets.

Section 7. Property building.

Section 8. Erection of sets on stages except as provided in Section 1.

Section 9. Wrecking all sets, exterior and interior.

Section 10. Erecting platforms for lamp operators and camera men on stages.

The full text of said agreement is attached hereto as Exhibit "B" and incorporated herein by reference.

XVIII.

In March, 1936, defendant William L. Hutcheson, President of defendant Carpenters Union, and George Brown, President of defendant I.A.T.S.E., ratified the aforesaid agreement of February 5, 1925, as the basis for settlement of controversies between the respective unions over the allocation of work to be performed by members thereof for defendant Motion Picture Companies.

XIX.

Meeting at Cincinnati from October 15 to 25, 1945, with the Executive Council of the American Federation of Labor, representatives and agents of defendant Motion Picture Companies, defendant Producers Association, defendant I.A.T.S.E. and defendant Carpenters Union reached an agreement, hereinafter referred to as the Cincinnati Agreement, and in pursuance to said agreement between said parties, the Executive Council of the A. F. of L. issued the following directive:

> "Hollywood Studio Union Strike and Jurisdiction Controversy:
>
> 1. The Council directs that the Hollywood strike be terminated immediately.
>
> 2. That all employees return to work immediately.
>
> 3. That for a period of thirty days the International Unions affected make every attempt to settle the jurisdictional questions involved in the dispute.
>
> 4. That after the expiration of thirty days a committee of three members of the Executive Council of the American Federation of Labor shall investigate and determine within thirty days all jurisdictional questions still involved.

5. That all parties concerned, the International Alliance of Theatrical Stage [9] Employees and Moving Picture Machine Operators of the United States and Canada, the United Brotherhood of Carpenters and Joiners of America, the International Association of Machinists, the United Association of Plumbers and Steam Fitters of the United States and Canada, the Brotherhood of Painters, Decorators and Paperhangers of America, the International Brotherhood of Electrical Workers of America, and the Building Service Employees' International Union, accept as final and binding such decisions and determinations as the Executive Council committee of three may finally render."

XX.

In compliance with those provisions of the aforesaid directive "that the Hollywood strike be terminated immediately" and "that all employees return to work immediately," and at the aforesaid time and place, it was agreed between defendants Motion Picture Companies and Producers Association and defendant Carpenters Union that, pending the execution of arbitration procedure under said Cincinnati Agreement, plaintiffs would return to work for and be reemployed by defendant companies under the rates of pay, terms, and conditions of the last contract in existence between them, and that members and permittees of I.A.T.S.E. theretofore employed to do the work of plaintiffs would be withdrawn.

In pursuance to said agreement, plaintiffs returned to work for defendant Motion Picture Companies on or about November 1, 1945.

XXI.

In further compliance with the Cincinnati Agreement, negotiations were entered into between representatives of the Carpenters Union and representatives of the I.A.T. S.E., said negotiations resulting in a contract between said parties on November 13, 1945, providing in part, that Carpenters Union should have jurisdiction over "1. All temporary and permanent building construction work and the maintenance of same," and "3. the complete building, erection, re-erection and remodeling of all sets, streets, parts of sets and retakes, including sufficient platforms for shooting same . . ."

Full text of said agreement is attached hereto as Exhibit "C" and incorporated herein by reference.

Said contract was signed by representatives of the local unions under the authority and in the presence of defendants Walsh and Brewer representing defendant I.A.T. S.E. and defendant Skelton representing defendant Carpenters Union. [10]

XXII.

In pursuance to the aforesaid Cincinnati Agreement, the Executive Council of the American Federation of Labor appointed an Executive Committee comprising disinterested executives of said Federation, namely, Felix H. Knight, Chairman; W. C. Birthright, and W. C. Doherty.

XXIII.

On December 26, 1945, said Executive Committee made its Decision, Findings, and Award, the parts relating to parties hereto providing as follows:

"United Brotherhood of Carpenters and Joiners of America:

The Committee rules that the division of work agreement entered into between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada on February 5, 1925, and known as the "1926 Agreement" (set forth in full as Exhibit "B" attached hereto) be placed in full force and effect immediately.

Division of Work by the United Brotherhood of Carpenters and Joiners of America:

Section 1. All trim and mill work on sets and stages.

Section 2. All mill work and carpenter work in connection with studios.

Section 3. All work in carpenter shops.

Section 4. All permanent construction.

Section 5. All construction work in exterior sets.

Division of Work by the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada:

Section 6. Miniature Sets.

Section 7. Property building.

Section 8. Erection of sets on stage except as provided in Section 1.

Section 9. Wrecking all sets, exterior and interior.

Section 10. Erecting platforms for lamp operators and camera men on stages."

The full text of the Decision, Findings and Award of said Executive Committee is attached hereto as Exhibit "D" and incorporated herein by reference. [11]

XXIV.

With the design and purpose of violating and defeating the terms and purpose of the aforesaid Cincinnati Agreement and the Decision and Award of the Executive Committee in pursuance thereto, and in violation of the aforesaid agreement of November 13, 1945, and the earlier agreements on the subject herein alleged, defendants I.A.T.S.E., Walsh, and Brewer created and chartered a local union of said defendant I.A.T.S.E., designating it Set Erectors Local No. 468, and claimed for said local the right to perform "set construction," meaning and intending to include in said term the right for members of said newly created local to render each and all of those services allocated to plaintiffs under the award of said Executive Committee and under aforesaid agreements.

That the pretext of the right to do "set construction" work is based on language in the aforesaid award of December 26, 1945, that "erection of sets on stages" was within the division of work awarded to defendant I.A.T.S.E.

XXV.

Thereafter, and within the month of January, 1946, defendant Motion Picture Companies wrongfully and without just cause discharged approximately five hundred members of Carpenters Union from their employ, and to replace them and to do the work allocated to them as aforesaid, said companies employed members of the aforesaid Set Erectors Local No. 468 of defendant I.A.T.S.E.

and other persons not members of I.A.T.S.E. but issued "Permits to Work" and "Emergency Working Cards" by defendant officers and agents of said union, in violation of their obligations under the agreements hereinbefore alleged.

XXVI.

Thereafter and continuing to the present time, defendants Motion Picture Companies have refused to employ plaintiffs and the class for which they sue at the work prescribed by the aforesaid decision and award, but in said time have discharged approximately twelve hundred carpenters from said employment and have engaged members of defendant I.A.T.S.E. and persons not members thereof but issued "Permit to Work" and "Emergency Working Cards" by defendant officers of said union to do the work awarded by the aforesaid decision to plaintiffs, in violation of the agreements of said companies hereinbefore alleged.

A copy of an "Emergency Working Card" issued by officers and agents of defendant [12] I.A.T.S.E. but not entitling the recipient to membership or a voice in the affairs of defendant I.A.T.S.E., and revocable at will by defendant officers thereof, is attached hereto as Exhibit "E" and incorporated herein by reference.

XXVII.

Taking cognizance of the controversy over the meaning of the words "erection of sets" in the Decision, Findings, and Award of December 26, 1945, the Executive Council of the American Federation of Labor instructed the aforesaid Executive Committee to review its findings, after which said committee issued a further directive,

referred to as a "clarification," on August 16, 1946, in part as follows:

> "Jurisdiction over the erection of sets on stages was awarded to the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada under the provisions set forth in Section 8 of the decision which specifically excluded trim and mill work on said sets and stages. The word erection is construed to mean assemblage of such sets on stages or locations. It is to be clearly understood that the Committee recognizes the jurisdiction over construction work on such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners jurisdiction.
>
> "Sections 2 to 5 inclusive recognized the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all mill work and carpenter work in connection with studios, all work in carpenter shops, all permanent construction and all construction work on exterior sets."

The full text of said directive is attached hereto as Exhibit "F" and incorporated herein by reference.

XXVIII.

On September 21, 1946, William L. Green, President of the American Federation of Labor, directed a letter to the Los Angeles Central Labor Council relating to the aforesaid Decision and Award of December 26, 1945, and the "clarification" thereof, in part as follows:

> "Be assured that we will do everything that lies within our power to bring about the acceptance of the decision made by the committee representing the

Executive Council, and of its clarification of its decision, both in spirit and in letter. [13] All parties involved in the jurisdictional disputes agreed in advance of the decision of the committee to accept it and abide by it."

Full text of said letter is attached hereto as Exhibit "G" and incorporated herein by reference.

XXIX.

The contract of July 2, 1946, and the basic contracts which it supplements, as to rates of pay and terms and conditions of employment of plaintiffs by defendant Motion Picture Companies, and the agreements, decisions, findings, and awards in arbitration arrived at and agreed to by all defendants herein, specifying and allocating the type, class, and nature of work to be performed and rendered respectively by plaintiffs and by members of defendant I.A.T.S.E. are now in full force and effect and binding on all defendants herein.

XXX.

The plaintiffs stand ready, willing, and able to perform the work awarded to them as aforesaid, and at the rates of pay, terms, and conditions of their aforesaid contract with defendants Motion Picture Companies and Producers Association.

XXXI.

Defendants herein and each of them, acting individually and in concert with each other, have failed and refused and now fail and refuse to abide by and to perform on their parts the said contracts and decisions, findings and awards in arbitration, but said defendants have followed

and continue to follow a course of conduct and action in violation thereof as hereinbefore alleged.

XXXII.

The controversy alleged herein arises from the acts and conduct of defendants I.A.T.S.E., Walsh, and Brewer in claiming, demanding, and enforcing, by coercion and other devices, including the threat to close every motion picture theatre on the continent by calling out on strike all moving picture projectionists belonging to said union, their claim to the right to provide members of I.A.T.S.E. and non-union "permittees" of said union to do the work allocated to plaintiffs by the aforesaid Decision and Award and the clarification thereof, by historical custom and usage, and by the terms and provisions of agreements alleged hereinbefore, and the accession to said demands and the employment of members and "permittees" of I.A.T.S.E. to do the work of plaintiffs by defendant Motion Picture Companies. [14]

The claims of defendant I.A.T.S.E. and its officers and agents as aforesaid, and accession thereto by defendants Motion Picture Companies and Producers Association, have been and are controverted and resisted by defendants Carpenters Union, Conference of Studio Unions, Hutcheson, Skelton, and Sorrell.

XXXIII.

Said controversy involves the construction and interpretation of the terms and provisions of the contracts, agreements, decisions, findings and awards alleged herein, and the rights, privileges, and immunities of plaintiffs thereunder and under the Constitution and laws of the United States;

XXXIV.

The controversy is actual and involves more than the rights of these plaintiffs and of the thousands of persons of the class for whom they sue but involves the rights of each and every party hereto; and, in addition to said individual rights, this controversy gravely and seriously involves the public interest;

The declaratory relief sought herein is the only remedy available to plaintiffs to maintain:

1. The Constitutional and legal right of these plaintiffs, and of their class, and all others involved directly or indirectly, to work at their chosen vocations;

2. The Constitutional and statutory right of plaintiffs to perform and of all other parties hereto to have performed that labor prescribed under the contracts, decisions, findings and awards alleged herein;

3. The continued and uninterrupted production of motion pictures in said studios under the good faith observance of said contracts and arbitration determination;

4. The continued and uninterrupted flow of interstate commerce in the motion picture industry under the good faith observance of said contracts and arbitration determination; and

5. The maintenance of law and order in the City of Los Angeles and neighboring cities, in the County of Los Angeles, in the State of California, and in other states, under the observance of said contracts and arbitration determination, so as to bring an end to the state of emergency that has been declared by the public officials of the State of California and its subdivisions; [15]

XXXV.

That a state of emergency exists;

That this emergency is due to this controversy over rights secured by and flowing from the laws and Constitution of the United States, for which rights no relief or remedy is provided by law or equity except the order and judgment of this Court as Prayed;

That a Declaratory Judgment of these rights by this Court would bind all parties hereto and terminate the controversy and its attendant violence, chaos, and disorder.

For a Second and Separate Cause of Action, Plaintiffs Allege:

I.

Refer to Paragraphs I to XXXV, inclusive, of the First Cause of Action herein and incorporate herein each and every allegation of said Paragraphs as if realleged in full herein.

II.

Commencing on or about November 1, 1944, when Carpenters Union undertook to open negotiations to replace a contract with defendant Motion Picture Companies expiring on December 31, 1944, and continuing until the present time, defendants Walsh, Brewer, I.A.T. S. E., John Doe I, II, III, IV and V, Jane Doe I, Jane Doe II, and defendants Motion Picture Companies, Producers Association, John Doe I Association, and John Doe II Association, conspired each with the other, and continue to so conspire, to deprive plaintiffs of having and exercising, and to injure plaintiffs in their persons and property in the exercise of, rights, privileges and

immunities secured to plaintiffs by the Constitution and laws of the United States, in that said defendants conspired and continue to conspire each with the other to deprive plaintiffs of the right and privilege to work at their chosen vocations, to-wit: studio carpenters, and to interfere with, obstruct, impede, and hinder said plaintiffs in the free and unhampered exercise of said right and privilege; that said conspiracy has resulted and continues to result in great damages to plaintiffs in the loss of wages.

III.

In furtherance of said conspiracy, on April 10, 1945, defendants Walsh and I.A.T.S.E. chartered a local union of I.A.T.S.E., designating it Carpenters Local No. 787, for the [16] purpose of providing strikebreakers through said charter to impede, interfere with, obstruct, hinder and defeat plaintiffs in the free exercise of the aforesaid rights and priveleges, injurying plaintiffs in their persons and property and depriving plaintiffs of having and exercising their rights and privileges as citizens of the United States.

IV.

In furtherance of said conspiracy, and with the object of injuring plaintiffs in their persons and property and depriving plaintiffs of having and exercising their rights and privileges as citizens of the United States, on April 14, 1945, defendant Walsh directed a letter to members of the Carpenters Union, and other unions, in part as follows:

> "First of all, I want you to know that the International Alliance has reached an agreement with the Producers Association by which the I.A.T.S.E. will

supply all labor to the studios, not only in our crafts which were recognized before the strike, but also in those classifications which have been vacated by the striking unions. The I. A. assumed this responsibility only after we were certain that it was impossible to reach an honorable settlement with those persons who are conducting this strike against the I.A.T.S.E.

"On Tuesday night of this week a Carpenter's Local was chartered and is now known as Local No. 787 of the I.A.T.S.E. On Thursday night, the Motion Picture Studio Painters, Local No. 788 of the I.A.T.S.E. was chartered. In addition to these Locals, there will be a local charter for Machinists, and if necessary for other crafts. We are proceeding in accordance with our agreement with the Producers to man the studios.

"As the International President of the I.A.T.S.E., I assure you that having assumed this jurisdiction, we will stake the entire strength of the International Alliance on our efforts to retain it."

The full text of said letter is attached hereto as Exhibit "H" and incorporated herein by reference.

V.

In furtherance of said conspiracy, and by "agreement with the Producers Association," and "proceeding in accordance with our agreement with the Producers to man the studios," as stated in the aforesaid letter of April 14, 1945, and with the object of injuring plaintiffs [17] in their persons and property and depriving plaintiffs of having and exercising their rights and privileges as citizens of the United States,

defendants Walsh, Brewer and I.A.T.S.E. did from March 12, 1945, and until on or about November 1, 1945, provide strikebreakers to defendant Motion Picture Companies, and said companies did wrongfully and without cause discharge members of Carpenters Union from their employment and did employ said strikebreakers to do carpenter work in the place of members of said Carpenters Union so discharged.

VI.

In furtherance of said conspiracy, defendants Walsh and I.A.T.S.E. did on or about November 1, 1945, create and charter Set Erectors Local No. 468 of defendant I.A.T.S.E. and did issue "Emergency Working Cards" and "Permits to Work" to persons not members of said union to perform carpenter services for defendant Motion Picture Companies (see Exhibit "E") and said companies did discharge numerous members of Carpenters Union and did employ for said carpenter work persons so supplied to them by said Local No. 468 of defendant I.A.T.S.E.; that to date approximately twelve hundred of said Carpenters Union have been so discharged.

VII.

In furtherance of said conspiracy, defendant Walsh on August 31, 1946 directed a letter to defendant Producers Association, saying in part:

> "It is the contention of this International Union that this so called 'clarification' was issued without authority and in violation of the Cincinnati Agreement to which this International Alliance, yourselves, and the other International Unions involved,

were all parties. The Cincinnati Agreement in making provision for the creation of the three man committee, specifically provided that the parties thereto accept the Committee's decision as final and binding."

The full text of said letter is attached hereto and incorporated herein by reference as Exhibit "I."

VIII.

In furtherance of said conspiracy, defendant Walsh on September 13, 1946, directed a letter to local unions of defendant I.A.T.S.E., in part as follows:

> "That no other organization shall be permitted, directly or indirectly to infringe upon the jurisdiction of the I.A.T.S.E. or its Local Unions in the Holly- [18] wood Studios; and that the employment of the members thereof shall not be interfered with or adversely affected."

The full text of said letter is attached hereto and incorporated herein by reference as Exhibit "J."

Wherefore, plaintiffs pray judgment of this Court declaring their rights as follows:

I. That plaintiffs have the right and privilege as citizens of the United States to work at their chosen vocations free from deprivation or injury by defendants and each of them, acting individually or in conspiracy with each other, or by and through their agents or officers;

II. That the Decision, Findings and Award of the Executive Committee of the American Federa-

tion of Labor of December 26, 1945, as clarified on August 16, 1946, is binding on all defendants herein;

III. That plaintiffs have the right, free from deprivation or injury by defendants, and each of them, acting individually or in conspiracy with each other, or by and through agents or officers, to perform that work specified in the American Federation of Labor Decision, Findings, and Award of December 26, 1945, as clarified by the directive of August 16, 1946;

IV. That the term "erection of sets on stages" as used in said award does not include any "set construction" but means "assemblage of such sets on stages" as stated in the directive of August 16, 1946;

V. That plaintiffs have the right to do any and all carpenter work in connection with the studios;

VI. That the agreement of July 2, 1946, is binding on the defendants party thereto.

VII. That plaintiffs have the right to work for defendant Motion Picture Companies under the rates of pay, terms, and conditions of the agreement of July 2, 1946, free from deprivation or injury by defendants and each of them, acting individually or in conspiracy with each other, or by their agents or officers.

And such further relief as the Court deems proper.

ZACH LAMAR COBB
BATES BOOTH

Attorneys for Plaintiffs [19]

EXHIBIT "A"

PRODUCERS COMMITTEE
Pat Casey, Chairman

July 2, 1946

Mr. Herbert K. Sorrell,
President, Conference of Studio Unions,
4157 West Fifth Street
Los Angeles 5, California

My Dear Herb:

Pending the completion of contracts between the individual unions, members of the C.S.U., and the major studios, these Minutes (copy attached herewith) shall constitute an Interim Agreement.

Sincerely yours,

(signed) Pat Casey,
Pat Casey, Chairman
Producers Committee

Enclosure
PC/h

Minutes of Meeting of Producers Labor Committee and Attorneys and Representatives of the C.S.U., Central Labor Council, I.A.T.S.E., Basic Group, and Plumbers, Held in Beverly Hills on Tuesday, July 2, 1946, at 2:45 P. M., Covering Agreements Reached and Effective Pending the Formal Signing of Contracts.

C.S.U. is representing:

Painters	Janitors
Carpenters	Analysts
Machinists	Publicists
Electricians	Officers & Guards
Plumbers	Set Designers (#1421)
Sheetmetal Workers	Cartoonists

All of the above to get a 25% increase on base and negotiate some inequities in a few crafts. [20]

All retroactive payments from expiration of previous contracts, most of which are January 1, 1946, except for new conditions such as night premiums at 6 p. m. etc., will become effective on July 15, 1946. Retro payments to be made within 30 days if possible. An interim agreement will be entered into pending drawing up formal agreements.

The 25% increases are on minimum wage scales and not on any overscale.

This deal is predicated on the recently concluded deal with the Independents and not on any new or changed deals which might be made later with them.

Arbitration:

C.S.U. as a body consisting of several locals will pledge itself to an arbitration procedure. If any of its members who subscribe to this plan fails to accept and to be guided by any arbitration award, he will not receive the support of the C.S.U. in its position.

This applies to Studio jurisdiction only and between locals.

Local #946 agrees to bind itself to the C. S. U. arbitration agreement and will find out if it can secure permission from its international to sign such an agreement as a local. All contracts will contain this arbitration clause—verbatim in each contract.

Any dispute other than wages should be submitted to arbitration. Skelton and Brewer will get together and make an agreement covering arbitration. Basis of arbitration will be the A.F.L. three man directive.

Any machinery set up for arbitration will not require the Electricians to withdraw their court action already started.

It was agreed to let each Studio interpret the directive and award the work where in its judgment it belongs under the directive and no work stoppage will be ordered for next 30 days or until the arbitration machinery is set up.

Plant Protection:

Camp's dispute with Helm is a private matter. Not to be discussed here.

Analysts:

Get an increase of 25% on the base rate during the interim period starting July 15, 1946. Understood there will be some adjustment of inequities, negotiations during next thirty days.

Machinists:

Both sides agree to let Machinists enjoy the 25% increase pending the N.L.R.B. decision. We are free to engage Machinists as individuals—not through either union, until the N.L.R.B. decision is made. [21]

Publicists:

Both sides agree to let the Publicists enjoy the 25% increase pending the N.L.R.B. decision. Inequities to be presented in the 30 day period.

Officers & Guards:

Independent contract provides for $1.25 per hour for 12 months, escalating to $1.50 after 12 months. Night rates to be as negotiated with Producers.

Janitors:

No rates were established for the Independents on certain classifications now in the Majors' contracts, such as Window Washers, Floor Waxers, etc. These will be adjusted relatively.

Cartoonists:

We will negotiate with Cartoonists with a 25% floor and inequities will be negotiated.

Set Designers:

Chadwick agreed not to hire anyone below the rates now being paid. Majors agree to an increase of 25% on current contract rates and to negotiate any inequities in the next 30 days.

Work Week:

36 cumulative hour week, 1½ after 6 hours, minimum call 6 hours, first week of employment. Applies only to off production employees. If we find this a hardship we can come back and see if we can solve the matter in some other way.

Contract for two years. If living costs go up 5% or more between July 1st and December 31st, 1946, unions may demand renegotiation of wages only.

Bureau of Labor Statistics for local area to be the authority.

All crafts going back to work Wednesday a. m. July 3, 1946, without discrimination.

(signed) Pat Casey
(signed) Herb Sorrell [22]

Wage Scales, Hours of Employment and Working Conditions

I. Studio Minimum Wage Scale

1.

"A" United Brotherhood of Carpenters and Joiners of America Studio Local No. 946	Studio Rates	
	Schedule A*	Schedule C
No. Classification For those employees associated with organizations of or performing the duties of Journeymen, Carpenters, Woodworking Machine Men and Woodturners	Daily 6 hours 1½ after 6 Min. call** 6 hours	Weekly "On Call"
	Per Hour	Per Week
A-1 Construction and/or Maintenance Foreman	2.68½	165.25
A-2 Construction and/or Maintenance Gang Boss	2.56	
A-3 Journeyman and/or Maintenance Carpenter	2.25	
A-4 Apprentice Carpenter — 1st year	1.49	
A-5 Apprentice Carpenter—2nd year	1.57	
A-6 Apprentice Carpenter—3rd year	1.75	
A-7 Apprentice Carpenter—4th year	2.01	
A-8 Standby or Keyman	2.25	

*Schedule A off production employees are guaranteed a minimum employment of 36 hours within 6 consecutive days (excluding Sundays and Holidays) starting with the day of employment. After this minimum guarantee of hours has been fulfilled, employment may be continued on a daily basis until termination. Subsequent employment is subject to another minimum guarantee of 36 hours as above. Overtime hours (including Sundays, Holidays and Golden Hours) may be included in fulfilling the minimum guarantee of employment.

**Minimum call for A-1 and A-2 shall be 6½ hours for overlapping shifts.

2. Night Rates (Except for "on call" employees)—

   a) Employees called to work between 6:00 a. m. and 8:00 p. m. shall receive a 10% premium for all time worked between 6:00 p. m. and 6:00 a. m.

   b) Employees called to work between 8:00 p. m. and 4:00 a. m. shall receive a 50% premium for all time worked.

   c) Employees called to work between 4:00 a. m. and 6:00 a. m. shall receive a 50% premium for all time worked until 6:00 a. m., and straight time for the remainder of the minimum call.

3. Studio wage scales shall prevail on all locations.

4. Present working conditions unless modified herein, to remain in effect. (Distant Location working conditions to be negotiated.)

5. New wage rates and guarantees of employment to be established effective July 15, 1946.

6. Retroactive pay based on new wage rates to be computed and paid from January 1, 1946. (New guarantees of employment, and new night rates are not retroactive.) [23]

EXHIBIT "B"

This Agreement, entered into this fifth day of February, 1925, by the several Local Unions of the International Alliance Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada and the United Brotherhood of Carpenters and Joiners of America, situated in Los Angeles County, California, it is hereby agreed that:

First. The attached agreement (see below) between the two International Unions above named shall govern all working relations between the members of our Local Unions in this district and that in spirit and in letter we follow it to the end that no controversy shall be permitted to disturb operations on the lots or in the plants of producing managers.

Second. The liberal and co-operative spirit urged in the attached agreement between the two International Unions shall be especially followed so that the management can effectively and speedily prosecute the work with the men of our trades co-operating at all times.

Third. The following division of work would constitute a fair interpretation of the International agreement and that both parties to this agreement shall at once submit same to their International Presidents with the request that it be incorporated as a part of the International agreement for a permanent period.

Fourth. In event that a situation arises making it necessary that certain work is to be performed requiring immediate services of our members that it is understood and agreed that members of the United Brotherhood of Carpenters and Joiners of America shall assist members

of the International Alliance Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada and vice-versa.

Fifth. Division of work, by the United Brotherhood of Carpenters and Joiners.

Section 1. All trim and mill work on sets and stages.

Section 2. All mill work and carpenter work in connection with studios.

Section 3. All work in carpenter shops.

Section 4. All permanent construction.

Section 5. All construction work on exterior sets.

Division of work, by the International Alliance Theatrical Stage Employees.

Section 6. Miniature sets.

Section 7. Property building. [24]

Section 8. Erection of sets on stages except as provided in Section 1.

Section 9. Wrecking all sets, exterior and interior.

Section 10. Erecting platforms for lamp operators and camera men on stages.

Signed

W. Longcries,
Recording Secretary 1692

L. W. Marshall,
President 1692

M. E. Richardson, B. A. 1692

M. G. Wilson, B. A. 884, Millmen

J. C. Kloos, Financial Secretary 1692

Wm. H. Donohue

S. B. Newman

John J. Riley

Cleve Beck

AGREEMENT

In compliance with the decision of the American Federation of Labor, a conference was called and held July 9, 1921, in the Executive Council Chamber of the American Federation of Labor. The organizations participating in the conference were represented as follows:

The United Brotherhood of Carpenters and Joiners of America:

Mr. Frank Duffy and Mr. John Cosgrove.

The International Alliance of Theatrical Stage Employees:

Mr. Harry L. Spencer, Mr. William F. Canavan, Mr. Richard J. Green.

The American Federation of Labor:

Mr. Samuel Gompers, Mr. James O'Connell and Mr. Hugh Frayne.

The entire subject of the differences of jurisdictional claims between the two first named organizations were thoroughly gone into with a view of reaching an agreement.

It is agreed by the International Alliance of Theatrical Stage Employees that all work done on lots or location and all work done in shops, either bench or machine work, comes under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

It is agreed that:

All carpenter work in and around Moving Picture Studios belongs to the carpenter. This includes:

1. Any and all carpenter work in connection with the Moving Picture Studios, the construction of stages or

platforms on which buildings or parts of buildings are to be erected.

2. All carpenter work in connection with the erection of any building or part of building, from which a picture is to be taken. [25]

3. The operation of all wood-working machinery in the making of all furniture, fixtures, trim, etc., for use in Motion Picture Studios, belongs to the carpenter.

The carpenters lay no claim to what is usually termed or referred to as the property man, or those employed in placing furniture, laying carpets, hanging draperies, pictures, etc.

It is clearly understood that insofar as Section 2 of this part of the agreement is concerned and particularly the right to the setting up and striking of the scenes on the stages after the construction work has been completed, it shall be liberally and co-operatively construed so as to do no injustice to either the United Brotherhood of Carpenters and Joiners of America or the International Alliance of Theatrical Stage Employes.

Any differences arising as to the interpretation of this agreement and particularly of Section 2 hereof, shall be adjusted by the International Presidents of both organizations.

For the United Brotherhood of Carpenters and for Theatrical Stage Employes:

Wm. F. Canavan,
Richard Green,
Harry L. Spencer.

Joiners of America:

John T. Cosgrove, First General Vice-President.
Frank Duffy, General Secretary.

[Union Label] [26]

EXHIBIT "C"

AGREEMENT

It is mutually agreed between Motion Picture Studio Grips' Local 80, of the I.A.T.S.E., and Motion Picture Studio Carpenters' Local 946, of the United Brotherhood of Carpenters and Joiners of America, as follows:

That Motion Picture Studio Carpenters' Local 946 shall have jurisdiction over:

1. All temporary and permanent building construction work and the maintenance of same. This shall not cover any building done for the purpose of photographing.
2. The installing and handling of all hardware and glass.
3. The complete building, erection, re-erection and remodelling of all sets, streets, parts of sets and retakes, including sufficient platforms for shooting same, but not including platforms used exclusively for the camera, lighting equipment and dolly tracks. Sets used for process or trick photography shall be considered the same as any other set.
4. The building and manufacturing of all grip equipment which is made of wood or wood substitutes.
5. All wood crating for shipping or storing.
6. The operation of all woodworking machinery.
7. The construction and remodelling of all cut-outs and the erection of same, with the exception of fold and hold cut-outs.
8. Heavy construction on all wooden diffusing frames.

9. The building or erection and dismantling of all scaffolds for construction, with the exception of tubular steel scaffolding.
10. Remodelling of all sets while shooting on studios or on location.
11. The underpinning and constructing of all platforms, with the exception of those used exclusively for camera, light and dolly track platforms.

That Motion Picture Studio Grips' Local 80 shall have jurisdiction over:

1. The handling of all sets and units from the mill to the stage, from stage to stage, from stage to scene dock, from scene dock to mill, and from scene dock to stage.
2. The handling and maintenance of all grip equipment.
3. The erection and handling of all fold and hold cutouts.
4. The construction, maintenance and handling of all diffusing frames, with the exception of heavy construction on wooden frames. [27]
5. The building, erection and dismantling of all tubular steel scaffolding. This is not to include underpinning.
6. The construction of all platforms, including underpinning, for use exclusively by camera, lighting equipment and for supporting dolly tracks.

The agreement reflected in the setting forth of the above jurisdictional points is not intended by either party to reflect the full jurisdiction of these Locals in the

studios, but does reflect the agreement which has been reached between the representatives of Local 946 of the United Brotherhood of Carpenters and Joiners of America, and Motion Picture Studio Grips' Local 80, of the I.A.T.S.E., on the jurisdictional points which were at issue between these two local unions.

It is further recognized that some of the jurisdictional points to which Local 80 has agreed are at issue between the Carpenters' Local 946 and other local unions of the I. A. T. S. E., and this Agreement is not intended to reflect an agreement to these points for any I.A.T.S.E. local with the exception of Grips' Local 80.

Dated this 13th day of November, 1945.

Motion Picture Studio Carpenters' Local 946, of the United Brotherhood of Carpenters and Joiners of American.

(Signed)

James N. Skelton,
Eric E. Hokanson,
Maurice R. Nelson,
Roy V. Lockridge.

Motion Picture Studio Grips' Local 80, of the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of United States and Canada.

(Signed)

W. C. Barrett,
Wm. Holbrook. [28]

EXHIBIT "D"

Chicago, Illinois
December 26, 1945

In conformity with the Executive Council directive handed down during the Cincinnati meeting, October 15-24, 1945, the special committee arrived in Hollywood, California, early in December. The directive carried specific instructions, reading:

"International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada—Brotherhood of Painters, Decorators and Paperhangers of America —United Brotherhood of Carpenters and Joiners of America, etcetera.

"Hollywood Studio Union Strike and Jurisdiction Controversy:

1. The Council directs that the Hollywood strike be terminated immediately.
2. That all employees return to work immediately.
3. That for a period of thirty days the International Unions affected make every attempt to settle the jurisdictional questions involved in the dispute.
4. That after the expiration of thirty days a committee of three members of the Executive Council of the American Federation of Labor shall investigate and determine within thirty days all jurisdictional questions still involved.

5. That all parties concerned, the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, the United Brotherhood of Carpenters and Joiners of America, the International Association of Machinists, the United Association of Plumbers and Steam Fitters of the United States and Canada, the Brotherhood of Painters, Decorators and Paperhangers of America, the International Brotherhood of Electrical Workers of America, and the Building Service Employees' International Union, accept as final and binding such decisions and determinations as the Executive Council committee of three may finally render."

All parties agreed to accept the decision of the committee and to be bound thereby. Through committee arrangements made prior to arrival, all organizations involved in the dispute participated in the initial meeting held Monday, December 3, 1945. A definite method of procedure was agreed upon and there was unanimity of opinion on the plan established. [29]

Exhaustive hearings were conducted by the committee and a complete transcript, together with various exhibits were included in the record. Representatives of the Unions involved adhered to the following schedule:

Tuesday morning, December 4, 1945—Brotherhood of Painters, Decorators and Paperhangers of America.

Tuesday afternoon, December 4, 1945—International Brotherhood of Electrical Workers of America.

Wednesday morning, December 5, 1945—United Association of Plumbers and Steam Fitters of the United States and Canada.

Wednesday afternoon, December 5, 1945—Building Service Employees' International Union.

Thursday morning, December 6, 1945—International Association of Machinists.

Thursday afternoon, December 6, 1945—United Brotherhood of Carpenters and Joiners of America.

Friday, December 7 and Saturday afternoon, December 8, 1945—International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada.

On Saturday morning, December 8, the committee, along with one representative of each International Union listed in the Executive Council directive, visited the Paramount Studios in Hollywood. The committee investigated and inspected all phases of the work jurisdiction in dispute through questioning the participants and reviewing completed work and items in the process of development.

The investigation revealed that a large portion of the work has been in dispute over a long period of years. Records supplied from the files of the American Federation of Labor, including numerous agreements previously entered into, were made the subject of committee examination and study.

A number of International Unions not included in the Executive Council's directive requested permission to set forth their jurisdictional claims in the Motion Picture Industry. All such requests were denied and only those

Unions listed in the original directive were included in the committee explorations and findings.

An analysis disclosed that three possible methods of solution could be utilized, i. e.,

(a) Strict adherence to craft or vertical lines of demarcation in the motion picture studios. [30]

(b) Establishment of an industrial or horizontal union throughout the industry.

(c) A division of work designations within the industry patterned after previous agreements, negotiated mutually by the various crafts.

After careful and thorough study the committee unanimously agreed that the latter plan is unquestionably the best method of approach. It is the committee's considered opinion that such procedure affords the only plausible solution to a most difficult and complex problem.

Accordingly, this decision is based on that premise and the below listed conclusions are final and binding on all parties concerned:

FINDINGS

1. Brotherhood of Painters, Decorators and Paperhangers of America:

The committee finds that Set Decorators in the motion picture studios come within the jurisdiction of the Brotherhood of Painters, Decorators and Paperhangers of America.

All work in connection with window frosting on "props" belongs to the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators

of the United States and Canada. Window frosting other than on "props" belongs to the Brotherhood of Painters, Decorators and Paperhangers of America.

The committee found that a local union known as the Screen Office Employees' Guild was chartered by the Brotherhood of Painters, Decorators and Paperhangers of America. Acting in an advisory capacity, the committee is of the opinion that all office workers in the motion picture studios rightfully come within the jurisdiction of the Office Employes International Union. It is to be understood that the committee is not deciding this question.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the Brotherhood of Painters, Decorators and Paperhangers of America by the American Federation of Labor.

2. International Brotherhood of Electrical Workers of America:

The committee finds that a workable agreement between the International Brotherhood of Electrical Workers of America and the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the [31] United States and Canada was entered into on September 1, 1926, and amended on April 15, 1936. The agreement, including amendments, reads:

> "Division of work by the International Brotherhood of Electrical Workers of America:
>
> Section 1. All permanent installation work.
>
> Section 2. All generator rooms.

Section 3. All portable generator sets.

Section 4. The laying of conduit (the same is designated as iron pipe of various sizes and lengths and is not to be confused with, or misunderstood to apply to flexible stage cable).

Section 5. Installation and maintenance of all motors or generators where same are under the supervision of the electrical department of said studios.

Section 6. All repair work in and around the studio and all shop work, the same to apply to the manufacturing of new equipment and repairing of all electrical equipment. (April 15, 1936, Amendment.) In the taking and recording of sound motion pictures, the operating of all generators and storage batteries. The installation, construction, maintenance, repair, all shop work and all work Other Than operating, striking and setting of all sound equipment and effects used in taking and recording of sound motion pictures on stages and locations.

"Division of work by the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada:

Sec. 1. In the taking of motion pictures, the operating of all lights or lamps, and all lighting effects, and the setting up and striking same on stages or locations.

Sec. 2. The handling and operating of all equipment pertaining to the lighting of sets, such as plugging boxes, spiders, plugs, flexible stage cable, all lamps and all electrical effects pertaining to the tak-

ing of moving pictures such as wind, rain, snow, storm and all other effects, except where wind machine is operated electrically.

Sec. 3. The operating of all switchboards, whether they are permanent or portable, this is not to apply to generator rooms or portable generators sets, [32] which shall be operated by members of the International Brotherhood of Electrical Workers of America.

Sec. 4. The operation of all moving picture machines. (April 15, 1936, Amendment.) In the taking and recording of sound motion pictures, the operating of all sound equipment and all sound effects, and the setting up and striking of same on stages and locations."

The committee rules that in the taking and recording of sound motion pictures, the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada has jurisdiction over all running repairs. With that exception, the above quoted agreement, as amended, is and shall remain in full force and effect.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the International Brotherhood of Electrical Workers of America by the American Federation of Labor.

3. United Association of Plumbers and Steam Fitters of the United States and Canada:

The committee found that the representatives of the United Association of Plumbers and Steam Fitters of

the United States and Canada, and the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada were currently negotiating an agreement and that differences of opinion were allegedly not of a major nature. Accordingly, the following is set forth as defining the work jurisdiction of both Unions in the Motion Picture Industry:

1. Full recognition of the United Association of Plumbers and Steam Fitters of the United States and Canada over all plumbing and pipe fitting work on all permanent and temporary facilities required by the Motion Picture Industry.

2. The United Association shall:

(a) Handle, set and hook up all plumbing equipment and all piping, or substitute conveyance, on or in connection with the sets when such fixtures are practical—that is, when a shower is used in a picture [33] and water flows from same. This also applies to sinks, tubs and commonly known plumbing equipment.

(aa) The preceding paragraph (a) shall not apply when plumbing fixtures are of a dummy nature and are used solely for set dressing, or when a fixture is to be gagged or used as a special effect.

(b) Install all runs of piping up to the sets to take care of the supply of water, steam draining, air, oil, gas, refrigerant, vacuum or other utility.

(c) Fill and drain all large tanks and pools and install all heating and filtering apparatus and equipment in connection therewith.

(d) Install all piping in connecting with ice skating rinks and all plumbing equipment in connection therewith.

(e) Install all piping for air, water and waste for camera and projection machines.

(f) Install all piping for speaking tubes and sound conveyance.

(g) Install all piping and equipment for air conditioning work for the purpose of heating or cooling and stages.

(h) Install all sheet lead work.

(i) Perform all welding, brazing, soldering and fusing of all joints in connection with the work of the United Association of Plumbers and Steam Fitters of the United States and and Canada.

(j) Install all sprinkler piping and equipment used in fire protection and fire control apparatus.

(k) Install all refrigeration piping and equipment except when coming within the scope of paragraph (aa) hereof.

(l) Install all chemical toilets and other portable plumbing convenience.

(m) Maintain, repair, alter, service, dismantle and strike all work included herein.

3. The International Alliance of Theatrical Stage employes and Moving Picture Machine Operators of the United States and Canada shall:

    (a) Handle and set all plumbing fixtures which are not practical, and which are used solely for set dressing. [34]

    (b) Build, handle, install, maintain, repair, strike, store and operate all special effects and gag fixtures. This to include rain effects, fire effects, water curtains, et cetera. Gag fixtures to include all fixtures which operate in an abnormal manner for the purpose of creating an effect to be photographed or recorded. However, when such effects require piping by other than special effects men, members of the United Association of Plumbers and Steam Fitters of the United States and Canada shall be given jurisdiction over such construction.

    (c) Build, handle, install, maintain, repair, store, strike and operate all properties not excepted above, regardless of the manner of construction or the material used.

4. Any plumbing and/or pipe fitting generally recognized as a part of the plumbing trade, not herein excepted, shall be the work of the United Association of Plumbers and Steam Fitters of the United States and Canada.

The committee rules that the above work division is to be placed in full force and effect immediately. This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering

with or disrupting any jurisdiction otherwise granted the United Association of Plumbers and Steam Fitters of the United States and Canada by the American Federation of Labor.

4. Building Service Employes' International Union:

The committee rules that the Building Service Employes' International Union has jurisdiction over the following classes of work in the Motion Picture Industry:

(a) Police captains.

(b) Police lieutenants.

(c) Policemen.

(d) Tour or clockmen.

(e) Lot or set watchmen.

(f) Fire captains.

(g) Firemen.

(h) Janitor foremen. [35]

(i) Janitor gang bosses.

(j) Janitors (male or female including porters and matrons).

(k) Window washers.

(l) Signalmen.

(m) Flagmen.

(n) Whistlemen.

Provided that the jurisdiction over sweeping and cleaning up of stages and sets belongs to the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise

granted the Building Service Employes' International Union by the American Federation of Labor.

5. International Association of Machinists:

The committee rules that the following language found in the American Federation of Labor, Boston, Massachusetts, Convention proceedings, October 6-17, 1930 (pp. 353-354), is applicable to the International Association of Machinists:

> "1. It is understood by both parties that members of the I.A. of T.S.E. are recognized to have jurisdiction to have charge of, to adjust, and operate all projectors and all appliance connected therewith.
>
> 2. It is understood by both parties that members of the I.A. of M. are recognized as having jurisdiction over the processes in the manufacturing of motion picture machines.
>
> 2a. It is agreed that members of the I.A. of T.S.E. shall have jurisdiction over the setting up and taking down of motion picture machines in such places as they are used for exhibition purposes.
>
> 3. It is agreed by both parties that when temporary emergency running repairs are necessary the operator will make such repairs that are necessary to keep machine in operation."

The committee rules that the above work division be placed in full force and effect immediately. This decision is applicable to the Motion Picture Industry [36] and none other, and is not to be construed as interfering with or disputing any jurisdiction otherwise granted the In-

ternational Association of Machinists by the American Federation of Labor.

The committee takes cognizance of the fact that the International Association of Machinists has discontinued its affiliation with the American Federation of Labor and expresses the hope that re-affiliation will soon take place.

6. United Brotherhood of Carpenters and Joiners of America:

The committee rules that the division of work agreement entered into between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada on February 5, 1925, and known as the "1926 Agreement" be placed in full force and effect immediately.

Division of work by the United Brotherhood of Carpenters and Joiners of America:

Section 1. All trim and mill work on sets and stages.

Section 2. All mill work and carpenter work in connection with studios.

Section 3. All work in carpenter shops.

Section 4. All permanent construction.

Section 5. All construction work on exterior sets.

Division of work by the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada:

Section 6. Miniature sets.

Section 7. Property building.

Section 8. Erection of sets on stages except as provided in Section 1.

Section 9. Wrecking all sets, exterior and interior.

Section 10. Erecting platforms for lamp operators and camera men on stages.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the United Brotherhood of Carpenters and Joiners of America by the American Federation of Labor. [37]

7. International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada:

The committee rules that the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada has jurisdiction over all work specifically designated and defined in the foregoing work divisions. It is understood, however, that such designation or definition shall in no wise affect jurisdictional grants awarded any National or International Union affiliated with the American Federation of Labor other than those to whom this decision is specifically made applicable.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of

the United States and Canada by the American Federation of Labor.

Signed:

Felix H. Knight, Chairman
W. C. Birthright,
W. C. Doherty,
Executive Council Committee
of the American Federation
of Labor [38]

EXHIBIT "E"

EMERGENCY WORKING CARD

Division of Set Erection

I.A.T.S.E. Local 468

11-18, 1946

Issued to E. Snow
under conditions set forth on back of this card

Not Transferrable Revocable for Cause

[Union Label]

This card issued for work under the Jurisdiction of Local 468 of the I.A.T.S.E. and M.P.M.O. of U.S. and Canada. The undersigned in accepting this Emergency Working Card authorizes, designates and chooses the said Labor Organization to negotiate, bargain collectively, present and discuss grievances with the above employer as his representative and sole, exclusive col-

lective bargaining agency in all respects. The undersigned agrees to abide by the Constitution and By-Laws, decisions, rules, regulations, and working conditions of Local 468 of the I.A.T.S.E. and M.P.M.O. of U.S. and Canada. The undersigned will surrender this Emergency Working Card and the position held thereunder upon demand of Local 468. It is recognized that the issuance and acceptance of this Emergency Working Card does not entitle the undersigned to membership in Local 468 or to any rights against or within said Union.

Agreed to Elzyn Snow [39]

EXHIBIT "F"

Chicago, Illinois
August 16, 1946

Pursuant to instructions handed down by the Executive Council at its session held on August 15, 1946, the Hollywood Jurisdictional Committee reviewed the work division applicable to the United Brotherhood of Carpenters and Joiners of America as set forth in the Committee's decision dated December 26, 1945, and reaffirmed its previous decision.

The Committee took cognizance of the allegations contained in a report submitted to President Green by Organizer Daniel V. Flannagan under date of August 9, 1946. According to a brief embodied therein Studio Carpenters Local 946, U. B. of C. & J. of A., alleges that certain violations have taken place whereby the carpenters

jurisdiction set forth in the directive has been encroached upon.

Jurisdiction over the erection of sets on stages was awarded to the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada under the provisions set forth in Section 8 of the decision which specifically excluded trim and mill work on said sets and stages. The word erection is construed to mean assemblage of such sets on stages or locations. It is to be clearly understood that the Committee recognizes the jurisdiction over construction work on such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners jurisdiction..

Sections 2 to 5 inclusive recognized the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all mill work and carpenter work in connection with studios, all work in carpenter shops, all permanent construction and all construction work on exterior sets.

In view of the alleged violations, the Committee hereby direct that all participants in the Hollywood Motion Picture Studio dispute strictly adhere to the provisions of the directive handed down on December 26, 1945.

(Signed)

Felix Knight
W. C. Birthright
W. C. Doherty [40]

EXHIBIT "G"

September 21, 1946

"Mr. W. J. Bassett, Secretary-Treasurer,
"Los Angeles Central Labor Council,
"536 Maple Avenue,
"Los Angeles 13, California.

"Dear Sir and Brother:

"Replying to your letter dated September 18th, the committee composed of members of the Executive Council who rendered a decision in the jurisdictional dispute which arose at Hollywood some time ago, resulting in strikes in motion picture studios at Hollywood, decided to clarify its decision, which it did at the last meeting of the Executive Council held at Chicago, Illinois, during the month of August.

> "The committee explained that the clarification of its decision was for the purpose of making clear to all concerned the real meaning of its original decision.

"By direction of the Executive Council, copy of the clarification made by the Executive Council's committee was sent to the representatives of employers in Hollywood studios and to the representatives of unions interested and involved in the controversy.

"I hope and trust the pessimistic view which you express regarding the application of the clarification made

by the Executive Council's committee as set forth in the third paragraph of your letter will not prevail.

"I hope and trust that good judgment and common sense will be exercised by all affected and all concerned and that the decision of the committee members representing the Executive Council, and its clarification of its decision, will be accepted and applied in good faith by all concerned.

"It would seem most unwise and inexcusable for vicious fights to continue among unions functioning at Hollywood over a limited number of men whom each may claim come under their respective jurisdictions.

"Be assured that we will do everything that lies within our power to bring about the acceptance of the decision made by the committee representing the Execu- [41] tive Council, and of its clarification of its decision, both in spirit and in letter. All parties involved in the jurisdictional disputes agreed in advance of the decision of the committee to accept it and abide by it.

"It is my opinion that the Los Angeles Central Labor Council as a chartered American Federation of Labor central body should refrain from taking sides in any jurisdictional dispute at Hollywood. Your central body should use its good offices to bring about acceptance of the decision made by the committee representing the Executive Council, and the committee's clarification of said decision.

"(Signed) William Green, President
"American Federation of Labor." 42]

EXHIBIT "H"

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, INTERNATIONAL BUILDING, 630 FIFTH AVE., NEW YORK 20, N. Y.

[I.A.T.S.E. Seal]

Affiliated with the American Federation of Labor

Hollywood-Roosevelt Hotel
Hollywood 28, California
April 14, 1945.

To All Former Studio Employees:

Because of the confusion which has existed with respect to the current controversy in the Motion Picture Studios, I am writing you this personal letter to give you the position and viewpoint of the International Alliance. I realize that you, as a member of one of the striking unions, have received a one-sided and biased story. Therefore, I want to give you this brief outline of the other side.

First of all, I want you to know that the International Alliance has reached an agreement with the Producers Association by which the I.A.T.S.E. will supply all labor to the studios, not only in our crafts which were recognized before the strike, but also in those classifications which have been vacated by the striking unions. The I.A. assumed this responsibility only after we were certain that it was impossible to reach an honorable settlement with those persons who are conducting this strike against the I.A.T.S.E.

This strike was called, presumably, because of a controversy over Set Dressers, the total number of which is 77, but of which number only 52 worked for the major producers. A great deal has been said to convey the impression that the controversy arose because of an arbitrary position by the I.A.T.S.E., but a complete review of the case will show beyond contradiction that had the Painters Union observed the proper governmental and trade union procedure for handling such matters, the controversy would never have arisen.

Briefly, let me say that in January of 1944, the I.A. T.S.E. had made a claim for the right to represent the Set Dressers because a substantial number of them had always be- [43] longed to the I.A. In denying the request of the I.A. for recognition as the bargaining agency for these men, the Producers promised the I.A. that neither it nor any other union would be recognized as the Bargaining Agency until such union had been certified by the National Labor Relations Board. In October of 1944 the Painters Union presented its case to the National Labor Relations Board so that it might be certified, but withdrew when the I.A. was allowed an opportunity to present its position in the matter. As everyone knows, a strike was called then in an effort to force the Producers to recognize the Painters as the Bargaining Agency, irrespective of the rights of the I.A. T.S.E. under the National Labor Relations Act. Since that time the Painters Union has made a series of threats which have apparently influenced some governmental agencies, but all of which have been for the purpose of keeping the dispute from the proper governmental tribunal, the National Labor Relations Board. Finally,

these threats culminated in the actual strike which took place on March 12th, more than a month ago.

There was no more justification for the March 12th strike than there was for the October 5th strike, but now we all recognize that the Set Dressers' dispute was only the excuse for the March 12th strike and not the real reason for it. The real reason was the demand on the part of the Carpenters and other crafts for the jurisdiction which the I.A. has had for years in the studios. For many years these crafts have coveted the jurisdiction which the I.A. Unions have enjoyed, and they apparently feel that with the war shortage of manpower, this was their opportunity to take it by force. The I.A. has responded in the only way that it could respond, by preventing these unions from shutting down the studios. For three weeks every possible effort was made by the I.A.T.S.E. to bring about an honorable settlement of this dispute. At the end of that time it was very evident to everyone that there was no basis for an honorable settlement; that the only adjustment that could be arrived at was a settlement which would destroy the jurisdiction which the I.A.T.S.E. has fought for and enjoyed for many years. The decision was therefore made that the I.A. would not surrender, but that it would defend itself with all the power at its command.

On Tuesday night of this week a Carpenter's Local was chartered and is now *know* as Local No. 787 of the I.A.T.S.E. On Thursday night, the Motion Picture Studio Painters, Local No. 788 of the I.A.T.S.E. was chartered. In addition to these Locals, there will be a local charter for Machinists, and if necessary for other crafts. We are proceeding in accordance with our agreement with the Producers to man the studios. [44]

If you as a former employee of the studios want to come back we are anxious to have you do so and we shall make it as easy as possible for you. To this end, I want to inform you that those men who come back at once will be taken into these newly established unions without the payment of any initiation fee. You will be given membership in an autonomous local union of the I.A.T.S.E., which will elect its own officers, negotiate its own agreements, and otherwise conduct its own affairs as a local union, in accordance with the Constitution and By-Laws of the I.A.T.S.E.

I hope that you will decide to come back to work in the studios, but if you do not we will have to bring in the men necessary to man these studios. They must and will be kept rolling—for the protection of the thousands of our members and their families whose livelihood depends upon the moving picture industry.

I recognize the difficulty which you as an individual workman must face in making this decision, but in making it we ask you—do not be deceived by the men who led you out on this strike and have since made promise after promise all of which have been successively broken.

As the International President of the I.A.T.S.E. I assure you that having assumed this jurisdiction, we will stake the entire strength of the International Alliance on our efforts to retain it. We believe, we know, we will be successful. In the light of this we hope that you will decide to come back and, as a member of the I.A.T.S.E., assume your former position in the studios before we find it necessary to bring outside men to fill the jobs.

Yours very truly,

(Signed) Richard F. Walsh,

International President [45]

EXHIBIT "I"

August 31, 1946

Association of Motion Picture Producers, Inc.
5504 Hollywood Boulevard
Hollywood 28, California

Gentlemen:

I have received from President Green of the American Federation of Labor a communication inclosing a copy of a statement described as "clarification" of the decision in the Hollywood jurisdictional dispute, made by Vice-Presidents Knight, Birthright and Doherty, dated December 26, 1945.

It is the contention of this International Union that this so called "clarification" was issued without authority and in violation of the Cincinnati Agreement to which this International Alliance, yourselves, and the other International Unions involved, were all parties. The Cincinnati Agreement in making provision for the creation of the three man committee, specifically provided that the parties thereto accept the Committee's decision as final and binding.

If the Committee's decision as originally rendered is not fully complied with by you this International Alliance will take such action as may be necessary to protect its interests.

Yours very truly,

Richard F. Walsh (signed)
International President [46]

EXHIBIT "J"

[I.A.T.S.E. Seal] [I.A.T.S.E. Seal]

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, INTERNATIONAL BUILDING, 630 FIFTH AVE., NEW YORK 20, N. Y.

Affiliated with the American Federation of Labor

Telephones: CIrcle 5-(4370
(4371
(4372

New York 20, N. Y.,
September 13, 1946

To all Hollywood Studio Local Unions of the I.A.T.S.E. and the members thereof:

I have been informed that certain Unions not affiliated with the I.A.T.S.E. may establish stoppages, strikes, boycotts or picket lines at the Hollywood Studios or some of them.

By viture of my authority as International President and pursuant to authorization of the General Executive Board and in accordance with the mandate of the last Convention of the I.A.T.S.E., I hereby officially notify you:

1. That such stoppages, strikes, boycotts and picket lines are in direct opposition to the best interests of the I.A.T.S.E., its Local Unions and its membership, and are not in any way to be recognized, honored, or supported by you, and you are not in any way to refuse to render service because of them.

2. That until the end of the Hollywood Studio emergency, as determined by the General Office, you are not

to observe any trade jurisdictional lines in the Hollywood Studios; except that you are not to deem this as an authorization to work in the jurisdiction of any local union whose members are not engaged in any stoppage, strike, boycott or picketing.

3. That the finished product of these Studios bears the label of the I.A.T.S.E. and it is my duty to protect that label and that product for the best interests of the I.A.T.S.E. as a whole, its Local Unions and membership.

4. That no other organization shall be permitted, directly or indirectly to infringe upon the jurisdiction of the I.A.T.S.E. or its Local Unions in the Hollywood Studios; and that the employment of the members thereof shall not be interfered with or adversely affected. [47]

5. That the source of supply for the amusement industry throughout the United States and Canada shall not be interfered with and the employment of I.A.T.S.E. members throughout these countries shall not be adversely affected.

6. That Internatiol Representative Roy M. Brewer is hereby authorized and directed to carry out the foregoing and to implement the same as in his judgment the circumstances warrant.

(Signed) Richard F. Walsh
Richard F. Walsh
International President
International Alliance Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada.

[Unions Labels] [48]

[Verified.]

[Endorsed]: Filed Jan. 3, 1947. [49]

[Title of District Court and Cause]

APPEARANCE AND NON-RESISTANCE OF JUDGMENT BY UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA

Comes now the United Brotherhood of Carpenters & Joiners of America, named as defendant herein, and by its counsel enters its appearance herein as to both the original and amended complaints on file herein, and does not contest the granting of the prayer of plaintiffs' amended complaint.

Dated: This 8th day of January, 1947.

HARRY N. ROUTZOHN
Attorney for United Brotherhood of Carpenters & Joiners of America

[Endorsed:] Filed Jan. 9, 1947. [50]

[Title of District Court and Cause]

MOTIONS BY DEFENDANTS, INTERNATIONAL ALLIANCE ~~ASSOCIATION~~, ETC., AND BREWER, TO DISMISS

The defendants International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada (named in the caption of the Amended Complaint herein as International Association of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada) and Roy M. Brewer, and each of them, severally move the Court as follows:

(1) To dismiss the action as to the defendant International Alliance, etc., because the Amended Complaint fails to state a claim against said defendant upon which relief can be granted.

(2) To dismiss the action as to the defendant Roy M. Brewer because the Amended Complaint fails to state a claim [51] against said defendant upon which relief can be granted.

(3) To dismiss the action because the Amended Complaint fails to state a claim against said defendants International Alliance, etc., or Roy M. Brewer, jointly or severally, upon which relief can be granted.

(4) To dismiss the action on the ground that the Court lacks jurisdiction over the subject matter for the reason that jurisdiction is not vested in this Court by Section 400, Title 28, United States Code Annotated; nor by Sections 41(1), 41(8), 41(12), or 41(14), Title 28, United States Code Annotated; nor by Section 729, Title 28, United States Code Annotated; nor by Sections 43 and 47(3), Title 8, United States Code Annotated; nor by Section 157, Title 29, United States Code Annotated; nor by Amendments V or XIV of the Constitution of the United States; nor by any provision of the Constitution of the United States; nor by any provision of the Statutes or Laws of the United States;

(5) To dismiss the action on the ground that the Court lacks jurisdiction because, as appears from the face of the Amended Complaint, the diversity of citizenship necessary for jurisdiction does not exist.

(6) To dismiss the action on the ground that the Court lacks jurisdiction because the amount actually in con-

troversy is less than three thousand dollars, exclusive of interest and costs.

This motion will be made upon the Amended Complaint on file herein, the Notice of Motion and Points and Authorities in support thereof, and the Affidavit of the defendant, Roy M. Brewer, hereto attached, by reference incorporated herein and made a part hereof. [52]

Dated: January 11, 1947.

BODKIN, BRESLIN & LUDDY
HENRY G. BODKIN
GEORGE M. BRESLIN
MICHAEL G. LUDDY

By Michael G. Luddy

453 South Spring Street
Los Angeles, California
Phone: MUtual 3151

(Attorneys for Defendants, International Alliance, etc., and Brewer)

NOTICE OF MOTION

To: Zach Lamar Cobb, Esq., and Bates Booth, Esq., 453 South Spring Street, Los Angeles, California, Attorneys for Plaintiff

Please Take Notice that the undersigned will bring the above motions on for hearing before this Court at the Court Room of the Honorable Ben Harrison, Court Room No. 6 of the United States Post Office and Court House Building, in the City of Los Angeles, County of Los Angeles, State of California, on Monday, the 27th day of

January, 1947, at 10:00 o'clock in the forenoon of that day, or as soon thereafter as counsel may be heard.

Dated: January 11, 1947.

BODKIN, BRESLIN & LUDDY
HENRY G. BODKIN
GEORGE M. BRESLIN
MICHAEL G. LUDDY
By Michael G. Luddy
453 South Spring Street
Los Angeles, California
Phone: MUtual 3151

(Attorneys for Defendants, International Alliance, etc., and Brewer) [53]

[Title of District Court and Cause]

AFFIDAVIT OF DEFENDANT ROY M. BREWER IN SUPPORT OF HIS MOTION AND THE MOTION OF THE DEFENDANT INTERNATIONAL ALLIANCE, ETC., TO DISMISS

State of California, County of Los Angeles—ss.

Roy M. Brewer, being first duly sworn, does on oath depose and say that he is one of the defendants in the above entitled action and makes this affidavit in support of his motion and the motion of the defendant International Alliance, etc., to dismiss this action. At the time of filing of the Complaint herein, affiant was, and for some time prior thereto had been, [54] ever since has been, and now is a resident, citizen, and registered voter of the State of California, residing in the City of Los Angeles, County of Los Angeles, and State of California.

For more than nineteen years last past, affiant has been and now is a member of The International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States, a voluntary unincorporated association, hereinafter called The Alliance, and for several years last past affiant has been and now is a duly appointed, qualified, and acting international representative of The Alliance, and ever since on or about March 12, 1945, has been and now is assigned, as such international representative, to Hollywood and in charge of the Hollywood studio situation in so far as such situation, more particularly hereinafter set forth, relates to and affects The Alliance, its constituent Locals, and membership as a whole.

The Alliance is an international labor union, with headquarters in the City of New York, State of New York, having approximately 800 constituent Locals with a membership of approximately 60,000; approximately 750 of said constituent Locals are situated in various cities and communities throughout the United States of America with a membership of approximately 55,000. The Alliance was organized on July 17, 1893, affiliated with the American Federation of Labor in July, 1894, and affiliated as an international union on October 1, 1902; it now is, and for many years last past has been, affiliated with the American Federation of Labor. Members of the Alliance are those persons who are members in good standing of said constituent Locals, and the greater portion of all such members are engaged in the production, distribution, and exhibition of motion picture film. Fourteen of said Locals, with a membership in excess of 15,000, known as Studio Locals, are situated in the Hollywood area, and all of their members are employed in the production of

motion picture films by studios situated in the County [55] of Los Angeles, State of California; their employers are hereinafter referred to as The Studios.

Ever since its organization, The Alliance has been and now is the dominant labor union in the amusement industry in this country, including the production, distribution, and exhibition of motion picture films. From the beginning of the motion picture industry, and for many years thereafter, The Alliance, through its constituent Locals, furnished to the Hollywood studios employees engaged in the production of films; on at least two occasions during the past twenty-five years when The Alliance and its constituent Studio Locals went out on strike for the purpose of obtaining higher wages and better and improved working conditions, the members of certain other crafts not affiliated with The Alliance, such as Brotherhood of Painters, Decorators and Paperhangers of America, hereinafter called the Painters; United Brotherhood of Carpenters and Joiners of America, hereinafter called the Carpenters; International Brotherhood of Electrical Workers of America, hereinafter called the Electricians; and International Association of Machinists, hereinafter called the Machinists, entered the Studios and took over the work and jurisdiction formerly had by members of The Alliance who were on strike, with the result that in each instance such strikes were without success, and in one instance almost disastrous to the Studio Locals of The Alliance and their members. In 1933, during one of such strikes, the membership of the Studio Locals of The Alliance dropped from approximately 9,000 to approximately 200. The Alliance, however, in each instance was eventually successful in getting back the jurisdiction which had been vested in it prior to

such strikes, and attempts were made from time to time to negotiate agreements whereby jurisdictional controversies existing between The Alliance and such other crafts might be amicably adjusted, all without success.

The Studios, in negotiations and in contracts resulting [56] therefrom, have for many years recognized The Alliance and its Hollywood Locals as having jurisdiction over certain work classifications, and in August of 1939, pursuant to an election held under the supervision and jurisdiction of the National Labor Relations Board, The Alliance was certified as the legal bargaining agent of a large number of work classifications (14 NLRB 1162). Ever since said certification of The Alliance by the National Labor Relations Board, said other crafts, through hostility, antagonism, and jealousy, have sought to obtain, in one fashion or another, including litigation in the Superior Court of the State of California, in and for the County of Los Angeles, before the National Labor Relations Board, and other Federal agencies, by jurisdictional strikes and stoppages, by the exercise of economic pressure, by picketing, violence, threats, and unlawful conduct, and thus to take away from The Alliance and its members working in the Studios, a large part of the jurisdiction and job classifications vested in it and them, pursuant to contracts entered into between The Alliance, as the bargaining agent of said Studio Locals, and The Studios.

For several years last past, there has existed in Hollywood an organization known as the Conference of Studio Unions, hereafter referred to as CSU, of which one Herbert K. Sorrell was for many years last past, and now is, president. The CSU ever since its organization

has been and now is composed of a miscellany of labor elements, including Machinists, Painters, Carpenters, and others, which have at all times been hostile to The Alliance, and it is the successor instrument of two groups which on occasions during the past ten years have sought by all means within their power to destroy, if possible, and if that was not possible, to curtail, the power and position of The Alliance as the overwhelmingly dominant labor organization in the motion picture industry. The Alliance in the past was successful in defeating the efforts of such prior organizations, to wit, Federation of Motion Picture [57] Crafts and United Studio Technicians Guild. The CSU began its fight on The Alliance at the point where its defeated predecessors left off. In the negotiations with The Studios held in 1942 and 1944, The Alliance claimed jurisdiction over the work performed in The Studios by persons known as Set Dressers or Set Decorators, and in the summer and fall of 1944 Screen Set Designers, Local 1421, a constituent Local of the Painters, and a member of the CSU, likewise claimed such jurisdiction. The members of the CSU engaged in work stoppages at The Studios for two days in October, 1944, in an unsuccessful attempt to force The Studios to recognize said Local 1421 as the bargaining agent of said Set Dressers. On March 12, 1945, while proceedings were pending before the National Labor Relations Board, 21st Region, Los Angeles, California, on the consolidated petitions of The Studios and Local 1421, in which proceedings The Alliance was an intervenor, for the purpose of determining, among other things, whether said Local 1421 or The Alliance had jurisdiction over and was legally entitled to represent such Set Dressers, Local 1421 called a strike, and pursuant to prearrangement between Local

1421, with Sorrell as its leader and spokesman, and the business agents and other officers of the Machinists, Carpenters, Electricians, and other crafts constituting the membership of the CSU, a picket line was thrown around The Studios. No issue of wages or working conditions was involved in said strike and same was actually not a strike against The Studios, but was a strike against The Alliance and was so recognized and treated by The Alliance.

This strike was condemned by the National War Labor Board, the American Federation of Labor, with which all members of the CSU were then affiliated, and by the International President of the Painters' Union, with which said Local 1421 was affiliated. It was in violation of the no-strike pledge during war-time given to the President of the United States. While the strike was ostensibly [58] called in connection with a controversy over the jurisdiction of said Set Dressers, the leaders of said other crafts stated that the strike would not be terminated until the claims which they were making in and to jurisdiction held by The Alliance were granted and such jurisdiction was taken away from the Alliance.

In March, 1945, shortly after said strike was declared, Richard F. Walsh, pursuant to the authority vested in him by the Constitution and By-Laws of The Alliance, as its International President, directed that the picket lines established by CSU around The Studios be ignored and not respected by members of The Alliance working in The Studios and that such members should do all work which they were capable of doing when requested by The Studios, even though this mean working out of their classification in order to keep The Studios open and thus

furnish employment, not only for members of The Alliance working in The Studios, but members throughout the United States and Canada employed in film exchanges and in the theatres exhibiting motion picture film, provided, however, that no member of The Alliance working in The Studios was to do any work which was being done by labor organizations whose members were ignoring the picket lines and in compliance with their contracts and pledges of no strike were reporting to The Studios for work.

Conferences were held between October 14 and October 24, 1945, at Cincinnati, Ohio, attended by representatives of The Studios, Richard F. Walsh, as International President of The Alliance, the International Presidents or other representatives of the Unions whose constituent Locals were affiliated with the CSU, and the members of the Executive Council of the American Federation of Labor. Said Executive Council, as a result of such conferences, issued an order directing (a) that the strike be terminated and that all members return to work immediately; (b) "that for a period of thirty days the International Unions affected make every attempt to settle the jurisdictional questions involved in the dispute"; (c) "that after the expiration of thirty days a committee of three members of the Executive Council of the American Federation of [59] Labor shall investigate and determine within thirty days all jurisdictional questions still involved"; and (d) "that all parties concerned, the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, the United Brotherhood of Carpenters and Joiners of America, the International Association of Plumbers and Steam Fitters of the United States and

Canada, the Brotherhood of Painters, Decorators and Paperhangers of America, the International Brotherhood of Electrical Workers of America, and the Building Service Employees' International Union, accept as final and binding such decisions and determinations as the Executive Council committee of three may finally render." All parties, to wit, The Studios and the various labor organizations last above named, being the international unions affected, agreed to accept the decision of the committee and to be bound thereby. Subsequently, and on the 26th day of December, 1945, said committee rendered its decision, true and correct copy of which is attached to the Amended Complaint herein, marked Exhibit "D," (Pararagraph 6, Pages 14-15 thereof), jurisdiction over the erection of sets in the Hollywood Studios was determined to be in The Alliance, and, also, as a result of said decision, jurisdiction over certain other work classifications which had previously been enjoyed by The Alliance was taken away from it and given to other Unions. The CSU and, particularly, the United Brotherhood of Carpenters and Joiners of America, hereinbefore and hereinafter called the Carpenters, and the International Association of Machinists, hereinafter called the Machinists, and the International Brotherhod of Electrical Workers of America, hereinbefore and hereinafter called the Electricians, which last three labor organizations at all times have been and now are through their constituent Locals in the Hollywood area, affiliated with the CSU, were dissatisfied with and unwilling to accept the decision of said committee. At a meeting of the Executive Council of the American Federation of [60] Labor held at Miami, Florida, in the latter part of January, 1946, attended by representatives of The

Studios, Richard F. Walsh as International President of The Alliance, and the International Presidents of said dissatisfied unions, an attempt was made by the latter to persuade said Executive Council to set aside the decision of said committee, which the Executive Council refused to do upon the ground that all of the parties had agreed at Cincinnati that the decision of said committee would be final and binding. In January of 1946, the decision of said committee was put into effect, and continuously from said date to the present time The Alliance has had and exercised jurisdiction over the erection of sets in The Studios. The Carpenters and the CSU have at all times refused to recognize the committee's decision and almost daily from January, 1946, down to the resumption of the jurisdictional strike in the Hollywood Studios, strike threats were made by Sorrell and other spokesmen for the CSU.

The International Association of Machinists was in the fall of 1945 suspended by the American Federation of Labor for non-payment of dues, and thereafter in January of 1946 its affiliation with the American Federation of Labor was completely severed. This gave rise to additional controversy in The Studios. In July of 1946, Sorrell and the CSU seized upon this problem to declare a strike because of a jurisdictional dispute with respect to machinist work in The Studios. The CSU supported the Machinists' Union despite the fact that it was no longer affiliated with the American Federation of Labor, and all of the other labor organizations in The Studios affiliated with the American Federation of Labor, but not affiliated with the CSU (including The Alliance), supported the Federal Union of Machinists, No. 23968, chartered directly by the American Federa-

tion of Labor with jurisdiction over Machinists employed in the Studios. This strike, after being in effect for two days, was settled by an agreement which, among other things, [61] provided that the question of jurisdiction over and the bargaining representative for the Machinists would be determined upon a petition filed by The Studios with the National Labor Relations Board.

During the summer, and particularly the months of July and August, of 1946, threats of renewed strike by Sorrell and the CSU were made with increasing frequency. In September, 1946, Sorrell and the CSU demanded of the Studios that the work of erecting sets be taken from members of The Alliance and be given to members of the Carpenters' Union upon the alleged ground of a purported "clarification" of the decision, Exhibit "D" of the Amended Complaint. The Alliance vigorously opposed this demand, taking the position, as did The Studios, that they were parties to the original Cincinnati agreement and directive in October, 1945, and that all parties thereto had agreed that the decision of the American Federation of Labor Executive Council Committee of Three should be final and binding, and The Alliance and The Studios declined to accede to the demands of Sorrell and the CSU. Subsequently, and after declaration of the strike beginning in September, 1946, more particularly hereafter described, said Committee announced that it had not issued the so-called statement of clarification and that it had at all times intended that jurisdiction over the erection of sets should be allocated to The Alliance as set forth in its decision. The jurisdictional cauldron, which in January, 1946, was simmering, and in July of the same year was seething, boiled over. The members of the CSU declared all sets erected

by members of The Alliance to be "hot" and refused to do their allocated work thereon or in connection therewith, and upon such refusal were either discharged or requested to leave the premises by The Studios.

Sorrell and his CSU on September 26, 1946, declared a strike against all of the major Studios in the Hollywood area, [62] which strike was for the purpose of compelling The Studios to take away from The Alliance jurisdiction over the erection of sets and grant such jurisdiction to the Carpenters.

As a result of the determination of the Three-Man Committee of the Executive Council of the American Federation of Labor, said Exhibit "D" (Paragraph 6, Pages 14-15 thereof), that The Alliance had jurisdiction over the erection of sets, approximately 315 members of the Carpenters' Union, of which the plaintiffs and others whom they purport to represent in this action are members, were by The Studios removed from the work of erecting sets, and such work was taken over by members of The Alliance in January of 1946, and The Alliance ever since has had and now has jurisdiction over such work classification in The Studios. Neither The Alliance nor The Studios have at any time in any manner prevented, or sought to prevent, the plaintiffs or any member of the Carpenters' Union from performing the work, in The Studios, classified as carpenter work, but ever since September 26, 1946, the members of the Carpenters' Union have refused to work in The Studios, and still so refuse to work, solely because members of the Carpenters' Union have not since January, 1946, been employed in The Studios as Set Erectors. That The Alliance does not now have and for many years last past has not claimed jurisdiction over the work classified as carpenter work in

The Studios, and it does not now and for many years last past has not claimed jurisdiction over the work which was performed by other crafts belonging to the CSU who went out on strike on September 26. 1946. That when said strike was declared, there were approximately 1300 persons employed in The Studios as Carpenters, and said persons have not since September 26, 1946, been employed in The Studios solely because of their refusal to work therein.

The controversy between The Alliance and the CSU, and particularly with the Carpenters' Union, of which the plaintiffs and others whom they purport to represent are members, is a juris- [63] dictional controversy, and all of the Carpenters and other members of the CSU now out on strike are refusing to work in The Studios solely because approximately 315 jobs, which prior to January, 1945, had been filled by Carpenters who were erecting sets, have since said date been filled by members of The Alliance.

In the Studios, it is not the nature of the work done, but the use to which the article being worked upon is put, which frequently determines which labor organization has jurisdiction over the workmen doing the work. The Alliance has complete jurisdiction over the Property Department in The Studios. The Property Department means the department in which props are kept, maintained, constructed, and repaired, and a prop is any article, such as a rug, desk, chair, drape, or bric-a-brac used on a set. The property men of The Alliance maintain, construct, and repair all props. The men doing this work are experience carpenters, machinists, and plumbers, as such words are commonly used in the Building Trades Crafts.

That upon information and belief, affiant states that some of the plaintiffs in this action are still working in The Studios, and that such of the plaintiffs who are not working were during 1946, and up to on or about September 26 of that year, steadily and continuously employed in The Studios as Carpenters, and if they have not been employed in The Studios as Carpenters since September 26, 1946, it is due to their refusal so to work and not due to any act or conduct on the part of The Alliance or any of its officers or agents.

The circumstances leading up to and surrounding the jurisdictional strike of the crafts affiliated with the CSU occurring in 1945 and the present jurisdictional strike which began on September 26, 1946, are fully and correctly stated in an extemporaneous report delivered to the delegates assembled in convention of The Alliance in July, 1946, by Richard F. Walsh, International [64] President of The Alliance, true and correct copy of such extemporaneous report being hereto attached, marked Exhibit "I," by reference incorporated herein and made a part hereof.

That ever since the decision of the Three-Man Committee of the American Federation of Labor was put into effect in January, 1946, The Alliance, through its duly chartered constituent Local No. 468, has had and exercised jurisdiction over the erection of sets in the Hollywood Studios.

(Signed) ROY M. BREWER

Subscribed and sworn to before me, the undersigned, a Notary Public within and for the County of Los Angeles, State of California, this 10th day of January, 1947.

(Signed) A. B. LUDDY

(Notarial Seal) Notary Public [65]

EXHIBIT "I"

*   *   *   *   *   *   *   *   *

International President Walsh: Delegates to the Convention, I could have sat down and probably dictated a report on the Hollywood situation and had it read to this Convention, but it is so important to the International Alliance as a whole that I deemed it advisable to make the report to you myself.

I have lived this report; I am not just writing it. In the past, and this is no reflection upon the other International president, they have seen fit to assign International representatives or vice-presidents to go out to Hollywood. I have gone out myself. I wanted to see just what was going on.

I have sat out there where you are now sitting and I have been listening for years and years to Hollywood. I have listened to Hollywood when we had approximately 200 paid-up members out there. That is not so far back; I believe it was the 1932 convention. At the 1934 convention I listened to delegates, who did hold the challenge by working some place else and paying their per capita tax to the Alliance, stand upon the floor of this convention and practically beg that we assist them.

I listened to the story of the 1933 strike. You know what happened. You know that the union men of the I.A.T.S.E., working in studios in Hollywood, walked out of the studios in support of the Soundmen's Local. You know the story of how they were run over by the other trades, going into the studios to take their jobs.

When that strike was called, we had about 9,000 members, I think, in Hollywood. When these, if I may call

them, villain trade unions had cut up our jurisdiction out there, we had less than 200 paid-up members in this Alliance.

It was not easy to get back into the studios. We practically had to kick our way back. I handled assignments, one outside of the city of Worcester, where we attempted to get a laborer on the job when they were shooting that location picture. I can report to you that we were not successful in even placing the laborer.

You know the story of "Thirteen Hours By Air?" where the International Brotherhood of Electrical Workers insisted that the camera men [66] carry a Brotherhood card before they could come to the Newark airport to photograph that picture.

I go over a little bit of this history so that you will know what has happened in this fight. We had to practically threaten to strike all of the theatres in the United States in order to get back into the studios.

In the city of Chicago here, where the fight was spearheaded, some of the men reported for work; the sound didn't work right; sometimes the picture didn't go on; and then later on, they had to report down to the Union to see what was going on down there, until finally the heads of the producing firms decided to sit and meet with your then International president.

They met in the city of New York, and we forced our way back into the basic agreement. Not alone did we force our way back into the basic agreement, but for the first time in the history of Hollywood, we forced a closed shop issue, and we signed a closed shop contract.

Maybe that was the start of our troubles because I.A.T.S.E. forced the closed shop. Then they went to

work and assisted the other unions in the studios to get their closed shops.

However, time went on. We didn't get all our jurisdiction back that we had when we left, but we worked along with everybody, assisted some of them who could not even get into the studios. We assisted them to get recognition from the producers. One I know is the plumbers. They wouldn't even recognize the plumbers. However, the International president at that time made sure that they got a contract from the producers.

At the time that I became president of the Alliance, we had agreements with the studios and all the other crafts had agreements with the studios. There was no complaint made to me as International president of any violation of jurisdiction by our members in Hollywood, with the exception of the Brotherhood of Electrical Workers, which complained about our sound local out there infringing upon their jurisdiction, and we were investigating it.

We had sent the general secretary-treasurer out there, with a man appointed from the Electrical Workers, to review the situation to see if he could adjust it.

We went into negotiation in 1942 with a studio contract. At the time I became president, they had been trying to negotiate this contract for approximately a year. They came into the city of New York, and they sat there, I think, for some 27 days, these committees from Hollywood, and could get no results. I was only vice-president of the Alliance at that time, but I called the committees together and told them that there was no chance of getting any results then because of the trouble

the International Alliance was in, and that its International president was on trial.

I made a promise to that committee. I said, "Go back to Hollywood. [67] When this is over, no matter what happens, I, as an international vice-president, assure you that you will get a contract in Hollywood; and if you don't get a contract in Hollywood, I will no longer be a vice-president of this Alliance."

That committee went back to Hollywood. They went back satisfied. History will tell you that after I was elected International president, the first thing I did was to go to Hollywood, call together the executive boards of the various locals, and I well remember, because it was a few days after the war had started—in fact, I went on a plane the day that Pearl Harbor was raided. It was set down and couldn't fly into Hollywood.

I got the executive officers of those locals together, and I said, "Here is the proposition. I can help you negotiate this contract here in Hollywood, or I can help you negotiate the contract in New York City where the heads of the producing firms are located. Personally, I think the contract can be negotiated much more quickly in New York than it can in Hollywood. However, I will let your executive boards decide where to do the negotiation."

They decided to come to New York. We negotiated, I think, a pretty fair contract because they were all pretty well pleased. At the time that we were negotiating this contract, there arose a controversy as to people known as set decorators. It proved that we didn't have them altogether in our unions at that time, and I told the representative of the local union who was trying to negoti-

ate for them to leave that matter rest and go back home and see if he couldn't organize it just a little bit better.

In 1944, we again came back to New York to negotiate the 1944 contract. The set decorators' case came up again. There were more of them organized; some of them were working under the jurisdiction of Local 44, and most of them under the jurisdiction of their own independent guild, not affiliated with anybody.

The producers raised the question that they had a contract with these people that had several years to run, and they could not negotiate with us at that time because we were not the bargaining agents for the set decorators.

We again agreed with the producers to postpone negotiation or any action on it, telling him that if anybody else tried to negotiate for them that we expected that we would have the right to do it and not the other party; that if that was disputed, that we would have to prove that we had the bargaining rights for them.

That was agreed upon with the producers. The contract was completed and the committees went back home. A new angle entered into it. The Paperhangers and Painters of America issued a charter to the set decorators, took them into their International Union. They took them into the local known as 1421. [68]

They went to the producers and said, "We want to negotiate for the set decorators." The producers told them that they had told the I.A.T.S.E. that if they wanted to negotiate for them, they would have to prove that they were the bargaining agents, and they also told the painters and decorators of America that they would have to do the same thing.

They then filed for bargaining rights. We intervened. There were many things that would have to be proven and many parts of the case decided by the National Labor Relations Board. We had to prove that we represented ten per cent of the people or else we couldn't intervene. We went to the hearing and proved that we represented better than ten per cent, and we were permitted to intervene.

They then withdrew their case from the National Labor Relations Board, and called a strike in the studios. It was October of 1944, I believe. That strike was of short duration. Of course the forces fighting the International Alliance out there at that time were not too well organized. Not too many people paid any attention to the strike, and when the War Labor Board issued its mandate to go back to work before they even would consider the case, they were glad to go back to work. We did.

The War Labor Board then took jurisdiction over this case. They tried to adjust it by mediation, at which time I appeared, and that was not possible, because we contended and we still contend, that the set decorators belonged to us.

Before I go any further, I would like to describe what a set decorator is. He works in the studio and in the property department of the studio. At the time that I worked there, we recognized him as a property man. He is a man who is sent in, and if he was told to dress this convention hall so it could be photographed, he would order the men who work under him to put these flags up, arrange the tables, arrange the platform and the rostrum, and that would be his job. He goes over to the storehouse and picks out all

of the decorations, and gives instructions to our property men to handle it. He does no actual work himself, but he does work exclusively with our men in the property department.

The War Labor Board then referred the case to the American Federation of Labor, because it was a jurisdictional dispute between two A. F. of L. unions. The convention was in New Orleans at that time, and we sat with President Green and President Linlauf of the Decorators and Paper Hangers of America, and we tried to adjust it. However, we could reach no agreement. We insisted upon those men working in that department coming into the I.A.T.S.E., and working under the jurisdiction of the I.A.T.S.E. The case went back to mediation again in Los Angeles, and I assigned Roy M. Brewer out there to see if he could do anything on the case, but he was unsuccessful. [69]

The War Labor Board then said they would take jurisdiction of the case back from the American Federation of Labor, and they would appoint an arbitrator to decide the case. We were not ready for compulsory arbitration, and I don't think the labor movement at that time was ready for compulsory arbitration, and after you have heard Joe Keenan talk this morning, I don't think we are ready for compulsory arbitration yet.

We so told the War Labor Board, and we told them that we thought the jurisdiction of this case belonged to the National Labor Relations Board, and that they should find out who would be designated as the bargaining agent.

Now, the War Labor Board saw fit to override all of our objections. They sent their arbitrator in there to

decide the case. Mr. Tong came from the Northwest. Since then I have learned that he came from the lumber industry, which is very closely allied with the Carpenters & Joiners of America. He came in and held hearings at which time we refused to participate, at least we refused to participate only to the extent of objecting, telling them that they did not have the right to decide this case.

However, he handed down an award. He said that the contract of Local 1421 should be adhered to until such time as the National Labor Relations Board could decide the case, or until such time as there was an appeal giving us the right to appeal the case, and we did appeal the case.

The producers naturally, at that time, were in the middle. It was a fight between us and this other labor organization. They then went to the National Labor Relations Board, and asked that somebody designate who they should do business with, so that they could do it. And I will say one thing for the National Labor relations Board on this case. It moved faster than any time that I know of, because in seven days, I believe, the hearings were in progress.

The Painters and Decorators put their case on first, and they took all week to do it. They adjourned on Saturday, March 9, I believe it was, and we were to go on Monday morning and present the case of the I.A.T.S.E. Only one side had been in by this time, and they saw fit, Monday morning, to declare the disastrous strike in Hollywood, March 12. Now, at that time, the war was on. At that time every organization in the studios, through their International Union, had agreed to be bound by a no strike pledge. Motion pictures were just as much a part of this war, as the making of airplanes were. But they saw fit to break that no-strike pledge.

I assigned Roy M. Brewer to go out there as my representative and see if we could adjust it. He arrived there on the morning of the strike, and I arrived there on the 14th, a couple of days later. I want to tell you Delegates to this Convention, that on the 14th of March, this I.A.T.S.E. was down on its knees in Hollywood. We were practically counted out. [70] Only for the work that was done by your International Representatives, and International Vice-Presidents and myself, we wouldn't be discussing this issue at this convention, because we were out of the studios then.

However, we did go to each and every local union out there, to their meetings, to their executive boards, and asked them to go back into the studios, to carry on our no-strike pledge, to see that the films which had been doing such a fine job over on Okinawa and the other places, that we continue to make them.

I will say that the vast majority, and I mean vast majority of our members out there, did go back to work, and they put their shoulder to the wheel, and really gave it a good, honest push.

We then tried to get the other people back to work, telling them of their no-strike pledge. I called every International President that I could locate, and I told them, "If you have any jurisdictional dispute, if you have any fight with the I.A.T.S.E., let the people go back to work and let us sit down and try and adjust it." I called a man who is now dead, Ed Florey of the Hotel and Restaurant Workers, and said, "You are a member of the Executive Council of the American Federation of Labor. Do you think it is right that you or your people not to go through an unauthorized picket line?"

"Do you think it is right to break your no-strike pledge? I sat in a room with you and the entire Executive Council when we took that pledge, when we went over—at least the Executive Council went over to President Roosevelt and told him that if this legislation that you have before the Congress is not passed, we will agree to a no-strike pledge while the war is on."

I said, "Do you mean to tell me that you, a member of the Executive Council, are going to break that pledge? Do you know what this fight is all about out here?"

He said, "All I know is that Bill Hutchinson called me up and told me the basic agreement and asked our support." I said, "Are you sure that Hutchinson did that?" He said, "Yes, I talked to him." I said, "Ed, you had better take a good look at this out here because it is going to get pretty nasty. The American Federation of Labor is against it. The War Labor Board is against it. They have all gone back to work and you refused to go. I think you should investigate it and see if you cannot get your people back to work."

He promised me that he could. I am happy to say that the next day or two days later, that they were back to work, back on the job. I then called Bill Hutchinson back. He was down in the Carpenter's Home in Lakeland, Florida. I said, "Bill, Ed Florey has told me that you told him that this is the basic agreement on him. Is that a fact?" He said, "I did not say it just that way." I said, "Is it a basic agreement or argument [71] against the I.A.T.S.E., or is it a jurisdictional dispute?" He said, "I am not too familiar with it. Our man out there is handling it and I will have him get in touch with you and see if it can be adjusted." I said, "I am willing to adjust it. See if your man can get in touch with me."

I tried to get in touch with Ed Brown of the Electrical Workers, but he was away. I called the Washington office of the Electrical Workers and told them that I would even talk to the clerk there. I didn't even get the clerk. So as it developed, it proved to me that there was more behind this issue than 77 set decorators which the strike was called for.

I did not stop. I sat down with Cambiano, who is the representative of the United Brotherhood of Carpenters on the West Coast and I tried to adjust it. Their demands were terrific. The Committee of the Local Union that sat with me will bear that out, if there is any doubt. We sat for hours trying to iron it out. They would not do it.

I got in touch with the Plumbers' International President. He told me he would assign one of his men out there to sit down and see if we could adjust it. I sat down with them. We could not adjust it because they wanted jurisdiction which they never had before.

The producers then said to me, "Will you go and talk to Bill Hutchinson, because if you will do that I am sure that it will be adjusted in five minutes?" I said, "Yes, I will go and talk with Bill Hutchinson. Where is he?" He said, "He is in Lakeland, Florida. We will charter a plane for you to fly down there." I said, "I will go anyplace to talk with him."

So they chartered a plane, and then it turned out that a couple of representatives of Bill Hutchinson from Hollywood had to go down there, and it turned out that one of the representatives could not or would not fly. So it kept postponing and postponing. You will have to know that at the time we are talking about the war was on;

there was a shortage of manpower, and everybody was looking for every individual who could do anything in this country at that time.

So they were postponing it. The studio was not moving too fast at this time. There were not too many people working in them. So I said, "We will go by train; we will drive there." I got the information that Hutchinson had to go to New York. "Would I go to New York?" "Yes, I would go to New York."

So we got on a train and we went to New York, and I sat down with Hutchinson and some of his official family. I took along a representative of our propertymen's local with we, and we tried, at this meeting, to adjust our differences of jurisdiction. They had pictures that they brought—maybe eight by ten—which would be a picture of a set. And Hutchinson would take this picture and say, "Whose jurisdiction does that belong in?"

So, let's say the picture was of a western street scene, and up over the bar was the big sign advertising the bar and advertising the pawn [72] shop and so on up and down this western street scene. He said, "Who builds that?" "You build it, Hutch." I said, "It belongs to you." "O.K., no dispute on that. We will accept that."

They came out with a picture that had a bar in a corner of a hall like this. "Who builds that bar? Is there a dispute?" "You build it. It is yours." We have a picture of an old fashioned house with an elevator structure that runs up and down, as some of you people have seen it, between the stairs. "Who builds that?" "You build it."

Then we would come to tables and chair. He said, "Who builds them?" "They are props," I said. "We

build them." They laid that one aside. There was a dispute.

We went on for about four hours like that, with various pictures given. They were taken someplace. And I thought we were going along and doing pretty good. I made a suggestion to Hutch; I said, "We don't need the employer there"; because at that time Mr. Nick Schenck was sitting there, Casey was sitting there and Joe Vogel was there. So I thought we could get along better if the employer was not there. So I said, "Let's you and I come back with the committee tomorrow morning and sit down and see if we cannot adjust all the differences." He agreed.

We came back the next morning and went over some more pictures and gave some more jurisdiction away, and gave so much jurisdiction away that the representative of Local 44 was squirming in his chair, and you from Hollywood know that Cappy DuVal does not give anything away if he can help it.

We continued to adjust because I knew how serious this was and I wanted the men back in the studios. I knew if they went back we would do the job much more easily. It went on for another two hours or so, and then Hutchinson made his mistake. He leaned back in the chair and he said, "We want all wood work, all wood working machinery, and all work on wood and wood substituted."

It covers a lot of territory. If this microphone were to be built out of wood, it would mean that our property men who normally build this would not be permitted to do that. So I turned to Hutchinson and said, "Hutch, you get nothing!" I said, "Now if you want to settle along the lines that we have been talking about, I am

willing to do that. I make this suggestion to you: We have agreed on certain jurisdiction which belongs to you and certain jurisdiction which belongs to the I.A.T.S.E. I suggest that any jurisdiction that is in dispute that we send it back to Hollywood and that we let the Local Unions out there appoint committees and let them sit down among themselves and try to adjust any jurisdiction which we have not been able to agree upon. If they cannot adjust it within 30 days, then you and I sit down and we agree to adjust it." [73]

He said, "No, I want all wood, wood substitutes and all wood working machinery."

I thought that we had leaned back a long, long way in that meeting, and I did not want it to break up, so I said, "We agreed with the employer that if we could not come to an agreement that we call them back into the picture and see if they could help us out." So we asked Nick Schenck, Casey and Vogel to come back in again and we told them what we had done.

Mr. Schenck, who is a good friend of Hutchinson's, said, "Hutch, do you mean to tell me that you sit there like a man of iron and that you would not bend one way or the other? Do you realize that our studios out there are practically closed? Do you realize that we have enough pictures on the shelf to run the theatres of this country for pretty near a year? But there is one thing that disturbs me and it should disturb you. And," he said, "that is that we are only six weeks ahead of the boys on the other side. That every picture that we make is put on 16 mm film and sent over to the boys on the other side.

"I am not patriotic or I am not a great patriot. I don't believe that I am worried about them. But I have

some people in there that I like very much. It is not business interests with me." He said, "It is the same interest that you and every other American should have. Do you mean to tell me that you are going to let these studios stay closed and that those pictures will be stopped from going to the other side?"

Hutchinson said, "I cannot do anything about it. I must take my jurisdiction and I must get what is mine."

Schenck turned to him and said, "Hutch, we have been friends for many years. I have done business with you for a long, long time. You have never come to me and asked for anything which I did not try to give you. And this is the first time that I have asked you for anything and you have turned me down." And he said, "It is not pleasing." He said, "Now we are going to run those studios, whether your men come back in there or not. Now, will you send your men back in?" And Hutch said, "No."

The meeting broke up and as I walked down Broadway with Nick Schenck, he said, "Can you run the studios?" I said, "Well, we will make an honest effort to do it. There are some 4,000 people out. There is no loose manpower laying around." But I said, "We must keep our theatres operating. If the studios shut down our theatres shut down because it is the source from which they feed. We will run the studios, but only on the one condition that you have no contracts whatever with any of the people who are out on strike. I think that you should go back to Hollywood again and give them the chance to come back to work if they want to come back. [74] And then if you see fit to cancel the contracts with these organizations that you have, then we will attempt to supply men, and not until then."

We went back to Hollywood. There were telegrams sent to every organization. There were letters sent to the individuals and they were asked that they come back and go to work, and they refused. Now you will have to understand that the case was before the National Labor Relations Board, and that both sides had agreed to be bound by the decision—that is the final decision of the National Labor Relations Board. That was already agreed to. So that the argument so far as the set decorators were concerned was practically wiped out.

They cancelled all the contracts, all the local unions that were out; because every local union had violated its contract. Every local union had agreements with the employer and with this International Union as to how they should handle jurisdictional disputes, and as to what conditions they had the right to go out on strike on. They violated every one of them. They violated the mandate of the American Federation of Labor when Bill Green asked them to go back to work. They violated the War Labor Board when they told them to go back to work. They told everyone where to go and they told them they would close the studio up until they got what they demanded; and they were demanding that all the jurisdiction be amended—the electricians, the carpenters, everybody, not just the set decorators.

So we started to try and supply help to the studios. I think we did a pretty good job. The studios opened up. They were running. Our members were going through the picket lines—not that they wanted to go through. I don't think any labor man wants to go through a picket line; but he has the right to decide whether a picket line is a picket line or not. And this picket line was wholly unauthorized by anyone.

This continued. We kept working in the studios. Then I was summoned to the Executive Board in Washington, D. C.—the Executive Board of the American Federation of Labor. I went down to the Executive Board of the American Federation of Labor in Washington, D. C. I argued the case out before them. I showed them what we were trying to do, and I believe they agreed with us. I showed them that the Painters and Decorators of America had taken into their jurisdiction not alone set decorators, but screen story analysts, set designers, office employees, screen publicists—they had everything in there whether they had any connection with a painter or not.

Their excuse for the screen publicists was that they paint a picture to the public with words. (Laughter) And that went on with the other crafts just the same way.

The Executive Council of the American Federation of Labor ordered us to cease and desist in what we were doing. Well, we were not just [75] too anxious to cease and desist because we thought that we were right. We had issued charters out there to the Carpenters and Painters, and we issued them because some of our local unions would not cooperate to the extent of taking in enough members to cover the jurisdiction which we thought belonged to them. I went to the Juicers, 728 and I said, "Here is the jurisdiction over all electrical equipment, for which you have been crying for years. Take these people in and organize them. Run the studio." They did not see fit to do it.

We went to the Laboratory Technicians and said, "In New York, the maintenance of machines is done by the laboratory technicians of New York, and they have them so specified in their contract." I said, "Here is a good

chance for us to clean up that controversy out here." We don't want to take any machinists' jurisdiction; but it is a question of whether they have taken our jurisdiction, coming in with a can and claiming that they must oil the machinery and adjust it and so forth. We thought we had a lot of technicians qualified to do the job. The laboratory technicians did not see fit to do it.

I found out that in the studios, that the Machinists were going up in our motion picture booths, and taking care of the motion picture machines. If there was a sprocket to be replaced, they replaced it. If the machine had to be adjusted, they adjusted it. We stopped that, and I will say this much: That the operators out there did co-operate, some reluctantly, but after the case was explained to them, they did a pretty fair job on it.

We had to issue charters to take care of the work which nobody would take over out there. So, in issuing the charters, we got in trouble with the American Federation of Labor. I was asked if I would attend a meeting in Chicago, with the Building Tradesmen, and I said, "Yes, we will go there."

We went there. Hutchinson was again presiding at this meeting. He had presided in Washington, by the way, and he was presiding at this one. We went in there and had quite a discussion. We tried and tried hard to adjust it, and I asked them all, I said, "Please go back to work in the studios. Take up where you left off, and we will adjust everything." They said, "No. Everybody that you put in there on the job must get off the job before we will step into the studios."

Well now, there have been many promises made out in Hollywood, and many promises broken. I had made

a promise to all the people who went into the studios who helped us to fight, that we would not desert them when the time came for adjustment, if there was to be any adjustment. So that meeting broke up because I would not take all the people out of the studios and put all their people back in. And I may call your attention to the fact that in the settlement of the strike in 1933, we had to take into the I.A.T.S.E. everybody who carried an I.B.W. card, a United [76] Brotherhood card, and everybody went in there and took our jobs when we went out. But they were not willing to agree to that.

So that meeting ended. The Executive Council of the American Federation of Labor met in the city of Chicago, and they ordered us there, because of the fact that we had not complied with their mandate to cease and desist what we were doing in Hollywood. And we went into the Council of the American Federation of Labor, and we must have put up a pretty good argument, because they didn't throw us out, as everybody said they were going to do—throw us out of the American Federation of Labor. All of the Hollywood sheets had funny pictures of Walsh going out the window, and Walsh going out the door. Walsh of course, was your International President. But they didn't throw us out. They again told us to withdraw the charter of the Carpenter and the Painter, and any other charters that we had illegally issued.

I called an executive board meeting of your Executive Board, and we decided to comply with that. But before that was done, the Executive Council had ordered that we sit in Washington, D. C., as a committee, and see if we couldn't adjust our differences. So we went to Washington, D. C., and we sat for three days. President

Green presided over the meeting, and did a pretty fine job. The meeting was almost ready to break up, and I suggested because President Green was over at the White House, that we wait until he came back, and give him the right to sit there when we broke up, or at least give him the right to try and adjust it. When he came back, we sat for some more hours, and we reached this agreement.

I haven't got it here. I thought I had it in my pocket. We reached the agreement that we would send the case back to Hollywood, and see if it could be adjusted out there by local committees sitting, and adjust the differences. That was to be done within thirty days. We sent it back there, and the committees didn't even get together. The mass picketing job started, and you know what happened I think, from the papers. We were wrong again, by the way. Our men went to work that morning. There were close to a thousand pickets on Warner Brothers Studio, and as three automobiles came up filled with I.A. men, to go to work, they were turned over. Now, it is a cinch they didn't turn themselves over. Somebody must have pushed them, and a little fight started. We decided that we were going to work in the studios. Some of our local unions out there of the I.A.T.S.E. decided that we were wrong. However, the loyal members of the I.A., and there were many of them out there, on the next morning, or the morning after, decided that they were going to go through that line and go to work.

When they got through, some of our fellows were laying down; and some of theirs. But, they went to work.

Now, it is pretty tough that you have to go to work that way; and [77] it wasn't good for the industry that

we make a living from. A new man at this time stepped into the picture. The man was Eric Johnston. He will be here this afternoon to address the convention.

He called upon me in the city of New York and asked me if I would come out to Hollywood and sit down and see if we couldn't adjust this strike because it wasn't doing any good for anybody. And I agreed with him.

I didn't know Eric Johnston from the man in the moon. I had never met him. I might say that I tried to find out just who he was and what his connection was because I had been talking to the producers and I had understandings with the producers as to how the work should be carried on in the studios, so I was wondering what this new element was that was coming in.

I told him I didn't think that I could get transportation out there; it was tied up pretty well. He said, "Don't worry about that. A man will be over in your office with a ticket on the United Airlines at one o'clock." So at one o'clock I was on a plane, on my way back to Hollywood. He out-maneuvered me!

I went out there and sat down with him and tried to adjust it with him. He sat with the committee from our side, and he sat with a committee from the other side, and made every effort possible to see if it couldn't be adjusted. Finally, after several days' meeting, he said it was the most complicated thing that he ever ran up against and he didn't know how it was going to be adjusted. He even asked me if I would sit down with Sorrell and talk to him, and I even agreed to that. But it didn't do any good.

So Johnstone was at the wit's end. The Council of the American Federation of Labor was meeting in Cincinnati

at that time. Now you can imagine how long this thing has been going on that I am talking about because the Council has already met three times, this is the third time, and they weren't just meeting on this question; they were meeting as a regular order of business.

So he said, "Will you go to Cincinnati with me and see if we can adjust this in Cincinnati?" I said, "Yes, I will go to Cincinnati with you."

We flew into Cincinnati and appeared before the executive council of the American Federation of Labor again. By this time they were getting used to looking at me.

It was argued pro and con. The producers put their side of the case in; the representatives of the other International Unions put their side of the case in; and I voiced the side of the I.A.T.S.E. before the executive council again. One of the members of the Council said, "We have listened to this case now several times and we have issued many orders, but it [78] doesn't look like it has stopped the strike in Hollywood. I move you, Mr. Chairman, that we go into executive session and consider this."

So we were all asked to leave. But Hutchinson, he was on the executive council, stayed. I was out in the hall. I don't know what went on there, but after we were called back, the Council of the American Federation of Labor did something that I never knew of before: They directed that the strike be terminated.

Now, you must understand that there was no I.A.T.S.E. men on strike. We were in the studios working. So I was in a very funny position. What was I going to object to? I had no men out on strike, but here was a directive from the American Federation of Labor which was go-

ing to affect me. If I disobeyed the American Federation of Labor's directive, and it was the first one of this kind that they had ever made, I had only one thing to do: to take this I.A.T.S.E. out of the American Federation of Labor.

I assure you it was a pretty tough decision to make, but that is what you have an International president for. I had to sit in there and make that decision in a very, very few moments.

I made it. I kept you in the American Federation of Labor. I said, "The I.A.T.S.E. will obey your directive. All I want to know is, what is it?"

I still have the sheet of paper in my pocket from the meeting. Some day I am going to frame it because I think it is worth it. It says, "No. 1, the Council directs that the Hollywood strike be terminated immediately."

Everybody in Hollywood said that the strike would only be terminated by the local unions in Hollywood and by nobody else. That was one of the things that made me agree. I thought that the parent body of the American Federation of Labor was doing a fine job when they took it upon themselves to terminate that strike. I thought that that is where it should have been done—at the head, as they did it.

"No. 2, That all employees return to work immediately.

"No. 3, That for a period of 30 days the International Unions affected make every attempt to settle the jurisdictional question involved in the dispute.

"No. 4, That after the expiration of 30 days, a committee of three members of the executive council of the American Federation of Labor shall investigate and de-

termine within 30 days all jurisdictional questions still involved.

"No. 5, That all parties concerned, the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada; the United Brotherhood of Carpenters and Joiners of America; the International Association of Machinists; the United Association of Plumbers and Steamfitters of the United States and Canada; the Brotherhood of Painters, Decorators and Paperhangers of America; [79] the International Brotherhood of Electrical Workers; and the Building Service Employees International Union, accept as final and binding such decisions and determinations as the executive council's committee of three may finally render."

That was some directive! To us, anyhow. We were supposed to be the culprits, and we threw on the table the entire jurisdiction of the I.A.T.S.E. in the West Coast studios. These three men had the right to take from us anything that belonged to us, and I agreed to be bound by it for you. To say that I was not worried would be fooling myself. Any time that you do that, it is a dangerous chance.

On this committee that was appointed by the Council was a barber, a mailman, and a trainman. Everybody said, "What do they know about the studios?" I said, "Just about as much as anybody else does; and that is nothing."

They said, "This barber has a jurisdictional dispute with you in Hollywood. He wants the makeup artists." I said, "A friend of mine on the Council told me that this is the fairest committee that could be picked by the Council, and I am taking his word for it, and I am willing

to take our chances with him." Because when Dan told me, "Dick, go along," I took Old Dan's advice.

Now, they were supposed to have the committees try and adjust it out there. I think one or two sat. The rest of them weren't interested; they were back working. Our men who had taken their place were sitting down idly. There arose another dispute, and that was that the Council of the American Federation of Labor had said that if the employer wanted to use the I.A.T.S.E. men, he couldn't do it.

I said, "No, the Council didn't say that." So they threatened to go out on strike again if they used any I.A.T.S.E. men. They had them out, and they were going to keep them out.

We had to fly back to Washington again to get an interpretation from the American Federation of Labor as to whether they had the right to do it or not. We got this interpretation: "It is definitely and clearly understood that all striking employees in Hollywood who were on call on March 12th shall return to work immediately. Each employee will return to the position he formerly occupied when the strike occurred. Management shall exercise its usual prerogative as to the assignment of employees who in the 60-day interim period, without interference on the part of the unions involved . . ."

They bore out my contention that if the employer wanted to hire the I.A.T.S.E. men during the 60-day interim period, he could do it. But, the employers weren't so anxious to do it. They were afraid of another strike. So they paid our men to sit around for 60 days.

Now, you will have to understand that at this time the machinists [80] were out of the American Federation of

Labor because they wanted to get out, because they didn't pay their per capita tax. The committee came out there, after the local unions had tried to settle it, and I again went back to Hollywood to try and protect the jurisdiction of I.A.T.S.E.

I sat with the jurisdictional committee, with committees from each and every local union involved. I think that if there happens to be any dispute that the committees who sat there in the room with the "three wise men," as they have been called, will agree that we put up a pretty stiff fight. We have the minutes of it.

This committee held these hearings in a funny way. The first thing I did was to get into an argument with the committee because I didn't know what the other men had said, the Brotherhood of Painters and the Carpenters, and so forth. So I said, "By the way, what other issues are there besides jurisdiction? I don't know what the other locals are claiming."

The committee said, "We were sent out here to decide this, not you, and we are going to run it the way we want to run it. Now if you don't like it, you know what you can do."

Well, I thought it best that we accept their decision and put our faith in them, and we did. At the meeting it was decided that the committee would go to the studios and look over the jurisdiction in the studio, and that they would let one representative from each union involved go through the studios with the committee—one representative. The other side had five, and all the locals that belonged to the I.A.T.S.E. had one. So it behooved us to out-talk the five.

I accepted the assignment myself, and went through the studios with the committee. I assure you if you have never been in the studios that it is not an easy thing to argue that all of this work which we were claiming belonged to us. In this studio that we went to, there was a large hall, let's say, or studio stage like this. On that side was the carpenter shop, and they had band saws, table saws, planers, and so forth. On this side was the property shop. They had band saws, table saws, planers, and so forth. On that side they were cutting up certain size lumber and working on it; and on this side they were cutting up certain size lumber and working on it.

So the committee walked in, and they said, "Walsh, tell us the difference." (Laughter) I tried, and when I looked at their faces, I didn't think too much of what was going to happen.

But we were building props over here, and I showed them what props were. I told them what I thought our jurisdiction was as far as special effects were concerned. A man working on a bench with a special effect had a Stilson wrench, couplings, had fittings, had pipe, and he was putting them together. [81]

So the Committee walked over and said, "What local do you belong to?" He said, "I belong to 44, the property men." So the plumbers' representative said, "Take a look at what he is doing." (Laughter) And they did.

We went all through the studio and went through each and every department. We went to the sound department, which is a very important department in the studios, and there were three men working there. So they went to them and said, "What local do you belong to?" He said, "I belong to the I.A.T.S.E., Sound Local." "What

local do you belong to?" "I belong to Local 40 of the I.B.E.W." So here are two men working on the same job, doing the work, and they were at least getting along together, and that impresses me. (Laughter) The mere fact that two rival unions could work together was really wonderful.

As we walked through one of the streets of the studio, a very nice looking young lady came by, and Sorrell—called her by name and said—"Come over here. I want to introduce you to the Committee. This is one of our set decorators." I don't know whether it was planted or not, because any time you are working for a good-looking woman, you have the advantage. Some of our property men know that. (Laughter)

However we went into the studio on a set, and lo and behold, this young lady came out, and she was the set decorator, working on that set. So the Committee asked her what she did. So she started to explain that she goes over to the warehouse and she has the property boys pick out the furniture that she calls for, and then she has the property boys bring the furniture over to this set, and then she has the property boys place the furniture where she tells them, and then she has the property boys hang the pictures where she tells them, and the property boys do everything for her. I thought that I should introduce myself to the young lady about that time, and I told her, so that she would know who she was talking to, that I was the President of the I.A.T.S.E., and I didn't want to take any advantage of her, so she would tell the story and tell it right, because she was doing a pretty good job for us at that time.

Well, she continued on, because she had no other story to tell but that one. So the Committee asked me if I had

anything to say about it, and I said, "No, the young lady is doing a good job for us. If you think we are right, you can so decide."

Then another peculiar thing happened. We went into the Paramount restaurant there. They have restaurants on all these lots. They are very fine, well equipped, and all of us, the committee and the opposing side, sat down to break bread. It was so good that they came to take our picture, because they didn't ever think they would get us all together in one room. (Laughter)

We came on back, after going through the studio and sat down again [82] to present the final part of our case, and we argued with this committee about the erection of sets, and brought pictures to show them the sets we were talking about. We told them about our jurisdiction on the stages, in the theaters, and how the motion picture had migrated from the theater to the motion picture studio, that it was no more than taking a show and putting it onto a stage in a motion picture studio, and then photographing it. We evidently must have put up a good argument, because after the decision was handed down by this committee, that work was assigned to us.

Now, I explained the peculiar way that this committee handled it, and I didn't have too much faith in the committee. When I left Hollywood after the hearings, I thought that we were going to lose everything in Hollywood. But when the decision was handed down, I found out that we lost the set decorators. They gave them to the painters and paperhangers. I found out that we lost some jurisdiction as far as wind machines were concerned, to the electrical department. I found out that they gave to the plumbers, many things which the plumbers

didn't have before. I found out that they gave to the Building Service Employees—and the Building Service Employees by the way, have only gone into the studio since 1942—but they gave them policemen, watchmen, and certain men on the stages, certain men in the lots. They even wanted to come into the dressing rooms, which the property men were taking care of for years, and take over the work in the dressing rooms which they were doing. However, the Committee decided against them on that. But they did give to the Building Service Employees more jurisdiction than they did have before, and they gave to the Electrical Workers more jurisdiction than they had before, and they gave to the plumbers, more jurisdiction than they had before. They went down to the Carpenters, and they decided that an agreement which was drawn up in 1926, setting forth the barriers, classifications of work which was to be done by the I.A.T.S.E. and the Brotherhood of Carpenters—now, you must understand that this agreement was not drawn up by the International Unions. It was drawn up by committees out there from the local unions, working in Hollywood, and that was the agreement that we were working under until 1933, when we went out on strike to support the sound men.

So this committee, in its judgment, saw fit to put that agreement back into effect, and they so ordered. That gave us the erection of sets, it gave us the making of props, it gave us the making of miniatures; it gave to the Carpenter, all the mill work, it gave to the Carpenter all mill and trim work on the sets after we erected them.

Now, as I read here, this decision was to be final and binding upon all the parties who agreed to it, and one of the parties was the Brotherhood of Carpenters and Join-

ers of America and a member of the Council of the [83] American Federation of Labor. When it was put into effect, the Brotherhood of Carpenters and Joiners refused to abide by it. They claimed that the committee did not go to Indianapolis to see Mr. Hutchinson, and Mr. Hutchinson wouldn't agree to it for that reason.

I again had to go out to Hollywood, because the fire was all started again, and they needed the firemen. The Council of the American Federation of Labor was meeting in Miami this time. Hutchinson threatened to withdraw from the American Federation of Labor if he was made to obey this decision. Eric Johnston was in New York but he called me in Hollywood. He said, "Dick, what are we going to do about it?" I said, "All I want anybody to do is to agree to be bound by the decision, to be bound by it."

Now, everybody shouts about arbitration. If this wasn't arbitration, I don't know what you would call it. If we put up on the table the jurisdiction of the I.A.T.S.E., and let them come up anyway they wanted to, and we agreed to be bound by it, and Hutchinson wouldn't, what good is arbitration anyway, if you can't enforce it.

I said, "The I.A.T.S.E. will not change, and has no right to change one word in that decision. We don't like the jurisdiction that we lost. We don't like the trouble that we had to go through, but we are bound by it, and we are going to live up to our agreement, and I want Hutchinson to do the same thing."

President Green sent me a wire, and asked if I would come to Miami to see the Council. I told him, "Yes, I would." We went to Miami, and I tell you that the Council was in bad condition at this time, because, here is the largest organization in the American Federation of Labor threatening to leave because of some 2,000 carpenters in Hollywood. It wasn't an easy fight to step into. The employer was also there.

Eric Johnston had come down, and we sat around in various meetings, trying to find some way to get around it.

But we could reach no agreement whereby we would not break the decision of these three men. Now, I did not think that when the Council issued this directive and said that it was to be final and binding upon all parties concerned, that I should override that Committee or that anybody else should. We went before the Council and I so argued the case before them again. They took out—at least Hutchinson took out—an agreement which had been drawn up with Local 80 of the Grips, which they had agreed to through their representative and I had sat there while the agreement was drawn up and made; and I would have signed it as the International President of the Alliance, but the Carpenters representatives refused to sign it. He said, "The only one that could sign that was the chief—that is Hutchinson. He said, "Will you live up to this agreement, Walsh?" [84]

I said, "For your information, the I.A.T.S.E. lives up to all its agreements. Yes, we will live up to that agreement." He said, "Oh, the argument is all over. There

is nothing else to it." I said, "Oh, no. The Grips don't do that work." He said, "What?" I said, "The Grips don't do that work." Our studio mechanics out there do the set erecting. So, if you think by only negotiating one agreement in Hollywood that you out-brained us, you did not, because that work was assigned to the I.A.T. S.E. by the jurisdictional Committee, not to Local 80 or any individual Local, in the I.A.T.S.E. And the Council agreed that that was right, and that we had the right to put that work where we desired.

We sat down with Hutchinson that afternoon and tried to see if we could not reach an agreement, and we were unsuccessful because he was uncompromising. He then introduced to the Council a resolution that they set aside the decision of the three wise men, and that they put the 1921 agreement back in full force and effect.

Well, I don't know for sure, but I got the inside dope that they had only one vote on the Council on that, and that was his own, so they asked him to withdraw it which he did; and the Council, I am proud to say, stood behind the three men that they sent to Hollywood, and they said, "Enforce the directive."

To this day the Carpenters have refused to live up to it.

The machinists, in the meantime, were out of the American Federation of Labor. We requested the American Federation of Labor to give us jurisdiction over the machinists who were working in the studios at the time

of the strike, and who were doing work on sets and props and so forth.

Now, you understand, that the studios are all A. F. of L. The American Federation of Labor didn't see fit to give us the charter. We requested it, but they didn't see fit to do it. However, they did think that if a federal charter was asked for, that that would be issued.

The federal charter was asked for and received, and the only A. F. of L. Union of Machinists in Hollywood or in Los Angeles today is that federal charter. All of the men who belong to the I.A.T.S.E., technician's local, joined them.

We went to the studios and we said, "Now, we don't want to have the A. F. of L. lose its hold on the studios by reason of one of these organizations coming in here and breaking down our conditions. We want you to employ A. F. of L. people." You understand that nobody must be stopped, whether they belong to the machinists' organization or any other organization, from joining this A. F. of L. Union.

So a dispute arose over the machinists and they threatened to call another strike if the studios were to put A. F. of L. machinists to work. They have supported an affiliate of an independent union now on the [85] second occasion. The first occasion was the screen extras. They supported the screen players, which was not affiliated with the American Federation of Labor in any way, and refused to support the screen extras who were affiliated

with the American Federation of Labor. Now they come back and refused to support the machinists, who are affiliated with the American Federation of Labor, and that caused some more trouble out there.

Now, the I.A.T.S.E. and myself, as your representative, have carried on this fight that I have explained to you. It has not been an easy one, but we carried it on to protect the jurisdiction of the I.A.T.S.E. Not one I.A. T.S.E. member has lost a day's work in Hollywood because of the trouble. Any man who wanted to go to work could go to work, and didn't lose a day's work. We will lose if this is lost out there because, I understand, Hutchinson is appealing this again to the next Council meeting, and has refused to be bound by it.

Now, I carried on the fight for the last year or more. I have tried to do the best I could for you. I have tried to protect your jurisdiction, which they took away from you, not once, but twice, and probably three times. Up to now, we have won.

I now place in the hands of this convention the Hollywood situation. I, as your International President, request of you to protect further the source of supply from our Hollywood studios so that you, the stage employees, the moving picture machine operators, the laboratory technicians, and all affiliates, will not be stopped because of the source of supply being cut off. It is in your hands.

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[Endorsed]: Filed Jan. 13, 1947. [86]

[Title of District Court and Cause]

NOTICE OF MOTION TO DISMISS AND FOR A MORE DEFINITE STATEMENT

To Plaintiffs and to Their Attorneys Zach Lamar Cobb and Bates Booth:

Please Take Notice that on Monday, January 27, 1947, at the hour of 10:00 o'clock A. M., or as soon thereafter as counsel can be heard, in the Court Room of Honorable Ben Harrison, Judge of the above entitled Court, in the United States Post Office and Court House Building, Los Angeles, California, defendants Association of Motion Picture Producers, Inc., Loew's Incorporated, Paramount Pictures, Inc., Warner Bros. Pictures, Inc., Columbia Pictures Corporation, Samuel Goldwyn Production, Inc., Republic Productions, Inc., Hal Roach Studios, Inc., Twentieth [97] Century Fox Film Corporation, RKO Radio Pictures, Inc., Univesal Pictures Company, Inc., and Technicolor Motion Picture Corporation, will move the above entitled Court as follows:

1. To dismiss the First Cause of Action of Plaintiff's Complaint upon the ground that the Court lacks jurisdiction over the subject matter.

2. To dismiss the Second Cause of Action of Plaintiff's Complaint upon the ground that the Court lacks jurisdiction over the subject matter.

3. To dismiss the First Cause of Action of Plaintiff's Complaint upon the ground that said cause of action fails to state a claim against said defendants upon which relief can be granted.

4. To dismiss the Second Cause of Action of Plaintiff's Complaint upon the ground that said cause of action

fails to state a claim against said defendants upon which relief can be granted.

5. For a more definite statement with respect to the following matters which are not averred with sufficient definiteness or particularity to enable said defendants properly to prepare their responsive pleading.

(a) Whether defendant "United Brotherhood of Carpenters and Joiners of America" is intended to be the International Union or Local No. 946 of the International Union, it appearing from the title of the cause and Paragraph IV of the First Cause of Action that plaintiffs intend that the International Union shall be the party defendant, but it appearing from Paragraphs I and XXI of the First Cause of Action that plaintiffs intend that Local 946 of the International Union shall be the party defendant, and it being uncertain in other paragraphs which entity is [98] intended to be the party defendant.

(b) By which of the respective defendant Motion Picture Companies it is claimed that the respective plaintiffs were employed "since the beginning of the making of motion pictures in the Southern District of California," as alleged in Paragraph XIII of the First Cause of Action, and by which of said defendants it is claimed that the respective plaintiffs are now employed.

(c) What was the term and what were the provisions of the agreement that it is alleged in Paragraph XIX of the First Cause of Action was "reached" by said defendants and defendants IATSE and Carpenters Union, which is referred to throughout the balance of the First Cause of Action as "the Cincinnati agreement."

(d) What obligation it is claimed that defendants breached in discharging "approximately 500 members of the Carpenters Union from their employ," and in replacing them with members and permittees of Set Erectors Local No. 468 of defendant IATSE, so as to make such discharge and replacement wrongful as alleged in Paragraph XXV of the First Cause of Action.

(e) What provision of what agreement it is claimed that said defendants breached in discharging approximately 1200 carpenters from employment and employing members and permittees of defendant IATSE, as alleged in Paragraph XXVI of the First Cause of Action.

(f) Whether it is claimed that plaintiffs and other members of the Carpenters Union were on strike against said defendants between March 12, 1945 and November 1, 1945, when it is alleged in Paragraph V of the Second Cause of Action that said defendants employed "strike-breakers to do carpenter work in [99] place of members of said Carpenters Union."

Said motion will be based upon the files and records of the above entitled action and upon the Memorandum of Points and Authorities filed concurrently herewith.

Dated January 13, 1947.

O'MELVENY & MYERS and
HOMER I. MITCHELL
Attorneys for Said Defendants

[Endorsed]: Filed Jan. 13, 1947. [100]

[Title of District Court and Cause]

MEMORANDUM OPINION

This action for a declaratory judgment is brought by sixteen individuals, members of the United Brotherhood of Carpenters and Joiners of America (hereinafter called Carpenters), on behalf of themselves and others similarly situated, to determine and to protect against alleged conspiracy their rights under certain agreements entered into between the motion picture studios, Carpenters, the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada (hereinafter called Stagehands), and others. The defendant studios and Stagehands have moved to dismiss on the grounds that: (1) this court lacks jurisdiction; (2) the court should, in the proper exercise of its discretion, decline to assume jurisdiction; and (3) the complaint fails to state a claim upon which relief can be granted. [101]

The forty-eight page complaint when analyzed presents nothing more or less than a request that this court interpret a private contract or agreement allocating certain work on stage sets in the moving picture industry. As stated by counsel in oral argument, the difference between the parties is simply who is "to drive the nails." The serious question before the court is whether this court has jurisdiction in the absence of diversity of citizenship.

Thus, we have an action in which private individuals ask this court to construe their rights under a contract negotiated on their behalf by a labor union, and to protect such rights from interference with or invasion by

other persons acting individually or in conspiracy with each other. Since this is a court of limited jurisdiction, every case brought here must fall within the terms of a provision of some statute of the United States. Plaintiffs allege (paragraph VIII):

> "Jurisdiction of this Court is vested by virtue of Section 400, Title 28, United States Code Annotated; Section 41(1), 41(8), 41(12), and 41(14), Title 28, United States Code Annotated; Section 729, Title 28, United States Code Annotated; Sections 43 and 47(3), Title 8, United States Code Annotated; Section 157, Title 29, United States Code Annotated; and the Constitution of the United States, Amendments V and XIV."

If the case does not fall within the terms of one or more of these statutes or amendments to the Constitution, the court must dismiss the action for want of jurisdiction.

28 United States Code Annotated 41(12) and 8 United States Code Annotated 47(3) give the District Courts jurisdiction in suits for damages on account of injury to the plaintiff's person or property, or the deprivation of any right or privilege of a citizen of the United States by any act done in furtherance of a conspiracy. Under 28 United States Code Annotated 41(12), damages are an essential part of the judgment, and damages will vary from person to person. Their rights are several, and a judgment in this action will not bind the parties not before the court. Pentland vs. Dravo Corp., 3 Cir., 152 F. (2d) 851; [102] Bethlehem Shipbuilding Corp. v. Nylander, 14 Fed. Supp. 201. The decision here would not settle the entire controversy, and where that cannot be done, a complaint seeking a declaratory judgment should

be dismissed. Angell v. Schram, 6 Cir., 109 F. (2d) 380, 382; United Electrical R. & M. W. v. Westinghouse Electric Corp., 65 Fed. Supp. 420, 423; Koon v. Bottolfsen, 60 Fed. Supp. 316.

Disregarding the limitations of said section on account of the requirement of damages, this court would still be without jurisdiction, since these statutes were passed to protect individuals from violations of their rights by State action, and none is here alleged. Love v. Chandler, 8 Cir., 124 F. (2d) 785, 786-7. Only rights of citizens under the laws of the United States are protected. Mitchell v. Greenough, 9 Cir., 100 F. (2d) 184, cert. denied 306 U. S. 659, 83 L. Ed. 1056, 59 S. Ct. 788. That being true, since more than Three Thousand Dollars is admittedly involved, this section can in no event confer any jurisdiction not already given by 28 U. S. C. A. 41(1), which is hereinafter discussed.

28 U. S. C. A. 41(1) and 8 U. S. C. A. 43 both provide for redress for deprivation of rights under color of any law, statute, ordinance, regulation, custom, or usage of any State or Territory, in express terms. It is not alleged that the defendants are acting under color of any State law, etc. so these sections cannot act to establish jurisdiction in this court. Allen v. Corsane, 56 Fed. Supp. 169; California Oil & Gas Co. v. Miller, 96 Fed. 12, 22; Picking v. Pennsylvania R. R., 151 F. (2d) 240, is not applicable here, because the wrongs alleged in that case were all under color of State law.

28 U. S. C. A. 729 merely establishes the procedure to be followed by the federal courts in certain classes of cases. This section has reference not to the extent or scope of jurisdiction, nor to the rules of decision, but to the forms of procedures and remedy. In re Stupp, 23 Fed. Cas. No. 13,563; United States v. Reid, 12 How. 361, 365, 53 U. S. 361, 365, 13 L. Ed. 1023, 1025; Scaffidi v. United States, [103] 1 Circ., 37 F. (2d) 203, 207.

The Fifth and Fourteenth Amendments of the Constitution are designed to protect the individual from invasion of his rights, privileges and immunities by the federal and the State governments respectively. Corrigan v. Buckley, 271 U. S. 323, 330, 70 L. Ed. 969, 46 S. Ct. 521; Civil Rights Cases, 109 U. S. 3, 27 L. Ed. 969, 46 S. Ct. 521; neither Hague v. C. I. O., 307 U. S. 496, 83 L. Ed. 1385, 59 S. Ct. 972, 122 A. L. R. 695, nor Screws v. United States, 325 U. S. 91, 89 L. Ed. 1495, 65 S. Ct. 1031, 162 A. L. R. 1330, has overruled these cases, even by implication, for the wrongs complained of in both the Hague and the Screws cases were committed by the government or under color of law.

28 U. S. C. A. 41(8) confers jurisdiction on the District Courts of the United States in "all suits and proceedings arising under any law regulating commerce," without regard to the jurisdictional amount requirement of 28 U. S. C. A. 41(1). Since more than Three Thousand Dollars is involved in this action, Section 41(8) will not establish jurisdiction in this court if it cannot be es-

tablished under Section 41(1), which grants jurisdiction in all suits where the matter in controversy exceeds Three Thousand Dollars and "arises under the Constitution or laws of the United States."

It is not enough that the dispute should merely affect commerce to bring it within the scope of Section 41(8) or Section 41(1). Delaware, Lackawanna & Western R. R. v. Slocum, 56 Fed. Supp. 634.

In Gully v. First National Bank, 299 U. S. 109, 81 L. Ed. 70, 57 S. Ct. 96, Mr. Justice Cardozo said, at page 112:

> "To bring a case within the statute, a right or immunity created by the Constitution or laws of the United States must be an element, and an essential one, of the plaintiff's cause of action. * * * The right or immunity must be such that it will be supported if the Constitution or laws of the United States are given one construction or effect, and defeated if they receive another." [104]

Plaintiffs do not claim any violation of the right to bargain collectively under the National Labor Relations Act, 29 U. S. C. A. 157, nor the right to contract for employment, nor the right to contract collectively for employment. Plaintiffs assert that the right to work at one's chosen vocation within the terms of a contract negotiated under federal law, the National Labor Relations Act, has been violated. The bare right to work is not a right protected by federal law. Love v. United States, 8 Cir.,

108 F. (2d) 43, cert. denied 309 U. S. 673, 84 L. Ed. 1018, 60 S. Ct. 716, and cases therein cited; Brents v. Stone, 60 Fed. Supp. 80, 84; Emmons v. Smitt, 58 Fed. Supp. 869, affirmed 6 Cir., 149 F. (2d) 869, 872.

From the mere fact that a right was established by federal law, it does not follow that all litigation growing therefrom arises under the laws of the United States. Actions growing from the issue of federal land grants do not arise "under the laws of the United States." Shoshone Mining Co. v. Rutter, 177 U. S. 505, 44 L. Ed. 864, 20 S. Ct. 726; Shulthis v. McDougal, 225 U. S. 561, 569, 56 L. Ed. 1205, 32 S. Ct. 704, 707; Marshall v. Desert Properties, 9 Cir., 103 F. (2d) 551, cert. denied 308 U. S. 563, 84 L. Ed. 473, 60 S. Ct. 74. An action brought to enforce a right under a contract which is made as the result of rights granted under the patent laws to receive royalties upon sale or license of the patented device is not an action arising under the laws of the United States. Odell v. Farnsworth, 250 U. S. 501, 504, 63 L. Ed. 1111, 39 S. Ct. 516. To come within the provisions of these sections, the suit must really and substantially involve a dispute respecting the validity, construction, or effect of some law of the United States, upon the determination of which the result depends. Malone v. Gardner, 4 Cir., 62 F. (2d) 15; Delaware, Lackawanna & Western R. R. v. Slocum, 56 Fed. Supp. 634.

The only important issue in the case at bar is the interpretation of a contract. The meaning of this contract

is not dependent on the National Labor Relations Act, whether it owes its existence to [105] that Act or not. A decision by this court that the Carpenters or the Stagehands, as the case may be, have the right to construct stage sets would not involve consideration of the validity, construction, or effect of the Act. The decision would be based purely and simply upon contractual principles. Therefore, this suit does not arise under the Constitution or laws of the United States, and this court lacks jurisdiction.

In this memorandum opinion, this court has not attempted to cover the broad field of law cited in over two hundred and twenty-five cases referred to in the two hundred pages of briefs. To do so would require the writing of a treatise on various phases of the subject of jurisdiction of the United States District Courts in labor disputes.

I have only attempted to outline my reasons for my conclusion that this court lacks jurisdiction. In view of my conclusion, it is unnecessary to pass upon the other questions raised by the various motions.

The above entitled action is hereby ordered dismissed for want of jurisdiction.

Dated: This 25 day of Feby., 1947.

BEN HARRISON
Judge

[Endorsed]: Filed Feb. 26, 1947. [106]

In the District Court of the United States
Southern District of California
Central Division

No. 6063-BH

OSCAR SCHATTE, et al.,

Plaintiffs,

vs.

ALLIANCE
THE INTERNATIONAL ~~ASSOCIATION~~ OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE OPERATORS OF THE UNITED STATES AND CANADA, et al.,

Defendants.

JUDGMENT OF DISMISSAL FOR LACK OF JURISDICTION

The motions of certain defendants for the dismissal of the above entitled action for lack of jurisdiction of this court having heretofore been submitted to this court for determination, and it appearing that this court lacks jurisdiction to proceed in said action:

It is therefore ordered, adjudged and decreed that the above entitled action be and is hereby dismissed for lack of jurisdiction.

Dated: This 25 day of February, 1947.

BEN HARRISON
Judge

Judgment entered Feb. 26, 1947. Docketed Feb. 26, 1947. C. O. Book 41, page 805. Edmund L. Smith, Clerk; by John A. Childress, Deputy.

[Endorsed]: Filed Feb. 26, 1947. [107]

[Title of District Court and Cause]

NOTICE OF APPEAL [108]

Notice Is Hereby Given that the plaintiffs in the above entitled action do on behalf of themselves and all others similarly situated and each of said plaintiffs does hereby appeal to the United States Circuit Court of Appeals for the Ninth Circuit from the Judgment of Dismissal for Lack of Jurisdiction given and made in the above entitled action in favor of defendants and against plaintiffs herein and entered February 26, 1947 in Civil Order Book 41, page 85, and from the whole and every part of said Judgment.

Dated: May 20th, 1947.

BATES BOOTH
ZACH LAMAR COBB and
BATES BOOTH
Attorneys for Plaintiffs

[Endorsed]: Filed May 20, 1947 & Mld. 2 copies Harry N. Routzohn & Bodkin, Breslin & Luddy. [109]

[Title of District Court and Cause]

COST BOND ON APPEAL

Know All Men by These Presents, that National Automobile & Casualty Insurance Co., a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly qualified for the purpose of making, guaranteeing or becoming surety upon bonds or undertakings required or authorized by the laws of the United States of America, as Surety, is held and firmly bound unto defendants The International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada, Loew's Incorporated, Paramount Pictures, Inc., Warner Brothers Pictures, Inc., Columbia Pictures Corporation, Samuel Goldwyn Productions, Inc., Republic Productions, Inc., Hal E. Roach Studio, Inc., Technicolor Motion Picture Corporation, Twentieth Century Fox Film Corporation, R. K. O. Radio Pictures, [110] Inc., Universal Pictures Company, Inc., and Association of Motion Picture Producers, Inc., as appellees, in the penal sum of Two Hundred Fifty and no/100 ($250.00) Dollars, to be paid to said defendants, as appellees, The International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada, Loew's Incorporated, Paramount Pictures, Inc., Warner Brothers Pictures, Inc., Columbia Pictures Corporation, Samuel Goldwyn Productions, Inc., Republic Productions, Inc., Hal E. Roach Studio, Inc., Technicolor Motion Picture Corporation, Twentieth Century Fox Film Corporation,

R. K. O. Radio Pictures, Inc., Universal Pictures Company. Inc., and Association of Motion Picture Producers, Inc., their heirs and assigns, for which payment well and truly to be made the National Automobile & Casualty Insurance Co. binds itself, its successors and assigns firmly by these presents.

Signed, sealed and dated this 5th day of June, 1947.

The condition of the above obligation is such, that Whereas, Oscar Schatte, Raymond E. Conaway, Andrew M. Anderson, Charles L. Davis, Harry Beal, Arthur Djerf, Ewald K. Albrecht, Harry L. Talley, Harry Davidson, John L. Kierstead, Thomas W. Hill, Lloyd C. Jackson, Alfred J. Withers, John H. Zell and Edward Derham, plaintiffs and appellants in the above entitled suit, are about to take an appeal to the United States Circuit Court of Appeals for the Ninth Circuit, to reverse a judgment made, rendered and entered on the 26th day of February, 1947, by the District Court of the United States for the Southern District of California, Central Division, in the above entitled cause, granting judgment, on motion of defendants and appellees, for the dismissal of said cause for want of jurisdiction, as in said judgment set forth.

Now, Therefore, the condition of the above obligation is such that if the said Oscar Schatte, Raymond E. Conaway, Andrew M. Anderson, Charles L. Davis, Harry Beal, Arthur Djerf, Ewald K. [111] Albrecht, Harry L. Talley, Harry Davidson, John L. Kierstead, Thomas W. Hill, Lloyd C. Jackson, Alfred J. Withers, John H. Zell, and Edward Derham shall prosecute their said appeal to effect and answer all costs which may be adjudged against them if they fail to make good their ap-

peal, then this obligation shall be void; otherwise to remain in full force and effect.

NATIONAL AUTOMOBILE & CASUALTY INSURANCE CO.

(Seal) By Fred W. Weitzel

(Fred W. Weitzel, Attorney in Fact)

Attorney in Fact and Agent [112]

State of California

County of Los Angeles—ss.

On this 5th day of June, 1947, before me, the undersigned, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Fred W. Weitzel, known to me to be the Attorney-in-Fact and the Agent of the National Automobile & Casualty Co., the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the National Automobile & Casualty Co. thereto and his own name as Attorney-in-Fact and Agent.

(Seal) LORAINE G. WINSTON

Notary Public in and for the County of Los Angeles, State of California

My Commission expires July 4, 1949.

Examined and recommended for approval as provided in Rule 8.

ZACH LAMAR COBB

Attorney for Plaintiffs

I hereby approve the foregoing.

Dated: this 6 day of June, 1947.

BEN HARRISON

U. S. District Judge

[Endorsed]: Filed Jun. 6, 1947. [113]

[Title of District Court and Cause]

CERTIFICATE OF CLERK

I, Edmund L. Smith, Clerk of the District Court of the United States for the Southern District of California, do hereby certify that the foregoing pages numbered from 1 to 115 inclusive contain full, true and correct copies of Amended Complaint for Declaratory Relief; Appearance and Non-Resistance of Judgment by United Brotherhood of Carpenters & Joiners of America; Motions by Defendants International Alliance, etc., et al. to Dismiss; Notice of Motion and Motion to Dismiss and for a More Definite Statement by Defendants Association of Motion Picture Producers, Inc., et al.; Memorandum Opinion; Judgment of Dismissal for Lack of Jurisdiction; Notice of Appeal; Cost Bond on Appeal and Stipulation Designating Documents for Record on Appeal which constitute the record on appeal to the United States Circuit Court of Appeals for the Ninth Circuit.

I further certify that my fees for preparing, comparing, correcting and certifying the foregoing record amount to $12.90 which sum has been paid to me by appellant.

Witness my hand and the seal of said District Court this 10 day of June, A. D. 1947.

(Seal) EDMUND L. SMITH,
Clerk,

By Theodore Hocke.
Chief Deputy Clerk.

[Endorsed]: No. 11653. United States Circuit Court of Appeals for the Ninth Circuit. Oscar Schatte, Raymond E. Conaway, Andrew M. Anderson, Charles L. Davis, Harry Beal, Arthur Djerf, Eward K. Albrecht, Harry L. Talley, Harry Davidson, John L. Kierstead, Thomas W. Hill, Lloyd C. Jackson, Alfred J. Withers, John H. Zell and Edward Derham, on Behalf of Themselves and All Others Similarly Situated, Appellants, vs. International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada, et al., Appellees. Transcript of Record. Upon Appeal From the District Court of the United States for the Southern District of California, Central Division.

Filed June 13, 1947.

PAUL P. O'BRIEN,

Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

In the United States Circuit Court of Appeals
For the Ninth Circuit

No. 11653

OSCAR SCHATTE, et al.,

Appellants,

vs.

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE OPERATORS OF THE UNITED STATES AND CANADA, et al.,

Appellees.

STATEMENT OF POINTS UPON WHICH APPELLANTS INTEND TO RELY ON APPEAL

Appellants make the following statement of the points upon which they intend to rely upon this appeal.

1. The court erred in its judgment dismissing this action for lack of jurisdiction, for the reason that the court had jurisdiction under Section 400, Title 28, United States Code Annotated; Sections 41(1), 41(8), 41(12), and 41(14), Title 28, United States Code Annotated; Section 729, Title 28, United States Code Annotated; Sections 43 and 47(3), Title 8, United States Code Annotated; Section 157, Title 29, United States Code Annotated; and each of them; and the Constitution of the United States, Amendments V and XIV.

2. The court erred in its judgment dismissing this action for lack of jurisdiction, for the reason that this

suit is of a civil nature which arises under the Constitution and Laws of the United States, particularly under the Act of Congress of July 5, 1935, commonly referred to as the National Labor Relations Act, and the laws of the United States relating to interstate commerce, and was instituted pursuant to the provisions of said National Labor Relations Act, and laws of the United States relating to interstate commerce, and also under the general equity jurisdiction of the court.

Appellants will also ask consideration of the provisions of the Labor Management Relations Act of 1947, in the event it shall have become law pending appeal.

Dated: This 10th day of June, 1947.

ZACH LAMAR COBB
Attorney for Appellants

Service acknowledged this 10th day of June, 1947: Bodkin, Breslin & Luddy, by Peter E. Giannini, Attorneys for Appellees, I.A.T.S.E. and Roy M. Brewer. O'Melveny & Myers, By Marjorie McCoy, Attorneys for Appellees, Companies and Association.

[Endorsed]: Filed Jun. 13, 1947. Paul P. O'Brien, Clerk.